

**BOA Agenda**  
**November 23, 2020**  
**5:30pm**

**Minutes to Review**  
**July 20,2020**



**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

**November 23, 2020**

**TO:** Morgan County Board of Adjustments  
**DATE:** Monday November 23, 2020  
**TIME:** 5:30 P.M.  
**PLACE:** Assembly Room – Remote attendance via ZOOM

**The County is abiding by the Social Distancing Requirements in Public Health Order 20-28 for this meeting. Due to limited space in the assembly room, remote attendance is encouraged. If you have any questions regarding attending the meeting, please contact Pam Cherry at 970-542-3526.**

**To participate remotely may connect via Zoom Conferencing Access Information at:**  
<https://us02web.zoom.us/j/88696290304>

Or iPhone one-tap :

US: +16699009128,,88696290304# or +12532158782,,88696290304#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

**Webinar ID: 886 9629 0304**

**NOTICE**

Roll Call

Minutes of July 20, 2020

Approve the Agenda

**AGENDA**

**New Business:**

**1. Mike A. Skeans as applicant and Western Sugar Coop as landowner**

A variance to the maximum fence height requirements in the Heavy Industrial zone district. Said property is zoned “HI” High Industrial Zone and is located directly North of Interstate 76 and addressed as 18317 Highway 144, Fort Morgan, CO 80701.

**Legal Description:** SW¼ of Section 31, Township 4 North, Range 57 West North of Interstate 76, and in the SE¼ Section 36, Township 4 North, Range 58 West and the vacated road of the 6th P.M. Morgan County, Colorado.

**Variance Request:**

Variance to Table 1 of Appendix B, Zone District Bulk Requirements and Special Design Standards Chart of the Morgan County Zoning Regulations.

The request is to construct 25' high wind fence that will reduce wind volume and mitigate dust.

**2. Wagon Wheel Homes, LLC as applicant and landowner**

A variance to setback requirements in the Agriculture Production zone district. The property is addressed as 21589 County Road R.

**Legal Description:** The property is located in the SW ¼ of the SE ¼ of Section 3, Township 3 North, Range 57 West of the 6<sup>th</sup> P.M., Morgan County, Colorado.

**Variance Request:**

Variance to Table 1 of the Appendix B, Zone District Bulk Requirements and Special Design Standards Chart of the Morgan County Zoning Regulations.

The request is to reduce the front setback from 30' to 12.00', and the side setback from 25' to 24.00', and the rear setback from 20' to 14.00'.

**OTHER MATTERS:**

**ADJOURN:**

**MORGAN COUNTY BOARD OF ADJUSTMENTS AND APPEALS**

**July 20, 2020**

**MINUTES**

The Morgan County Board of Adjustments met on Monday, July 20, 2020, at 5:30 p.m. in the Assembly Room of the Morgan County Administration Building. Answering roll call was: Allyn Wind, Charlie Ruyle, and Viola Johnson were present in person and Jason Enfante, Julie Padilla were present using the Zoom platform. Also present were Pam Cherry, Planning Administrator, and Karol Kopetzky, Morgan County IT Dept. Adm.

The meeting was called to order by Chairman Allyn Wind.

**Minutes:** March 16, 2020

Motion was made by Viola Johnson and seconded by Charles Ruyle to approve the minutes of the March 16, 2020 hearing. Motion carried 5-0.

**Agenda:**

It was moved by Charles Ruyle and seconded by Viola Johnson to accept the agenda as presented. Motion carried 5-0.

Allyn Wind read the procedural rules for this hearing.

**NEW BUSINESS:**

**OWNER: Bullseye Holdings, LLC -- Kevin Lamb**

**APPLICANT: Erin Kress -- THEngineering**

**Travis Hertneky attended through Zoom**

Kevin Lamb/Bullseye Holdings, LLC and Travis Hertneky and Erin Kress of THEngineering were present to represent this Variance Application.

Pam Cherry read her file summary as follows:

Kevin Lamb, of Bullseye Holdings, LLC represented by Travis Hertneky and Erin Kress of THEngineering have submitted this application for a Variance to Section 3-650 and 3-650 Table 1, Note (c) of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations regarding minimum setback for an occupied structure to a confined animal feeding operation in the Agriculture Production zone district. The minimum setback from an animal confinement facility to an occupied structure is 1,320 feet. There is an existing residence that is approximately 612 feet from the closest corral of the feeding operation. The variance request is to reduce the setback by approximately 708 feet from the regulation requirement.

In addition, there are two existing homes on the Bullseye property that do not require variances pursuant to Section 3-180 when located on the same legal parcel of an existing animal confinement operation.

The property is located southeast of the intersections of County Road O and County Road 16 and addressed as 16098 County Road O, Fort Morgan, CO 80701 with a parcel number of 1227-260-00-003. It is south and west of the Bijou Canal in the West ½ of Section 26, Township 3 North, Range 58 West of the 6<sup>th</sup> P.M, Morgan County, Colorado.



Eight property owners were identified and notified within the 1,320' area of the application and hearing. In addition, Bijou Ditch was notified as it is directly adjacent to the property. As of the date of this report, no comments have been received.

In reviewing this application the Board of Adjustment is required to make a finding that the criteria for granting a variance in Section 5-220(B) of the Morgan County Zoning Regulations have been satisfied:

- (1) The strict application of the applicable regulation results in peculiar and exceptional practice difficulties or exception and undue hardship on the owner due to:

*This property has been used as a feeding operation in the past. The Johnson home also has been in that location for many years. (See historical imagery included with your packet.)*

- (2) The hardship is not self-imposed;

- (3) The variance, if granted, will not adversely affect the use of adjacent property as permitted under these Regulations;

*The variance will not adversely affect the use of adjacent property as the feeding operation is being re-established.*

- (4) That the variance, if granted, is in-keeping with the intent of these Zoning Regulations and the Morgan County's Comprehensive Plan; and

*The zoning regulations provide for variance requests to the required 1,320 foot setback for feeding operations.*

*The Comprehensive Plan encourages the growth of the agriculture industry in the county.*

*Goals of the Morgan County Comprehensive Plan:*

- a. *Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.*

*If approved, this variance will support the continuance of agriculture business in the county.*

- b. *The county will encourage the preservation of agriculture production lands in balance with pressures for land use changes to higher intensity development.*

*If approved, this variance will encourage the preservation of the agriculture industry in the county.*

- (5) That the variance, if granted, does not adversely affect the health, safety, and welfare of the citizens of Morgan County.

*The variance to permit a variation from setback for the feeding operation, if granted, will not adversely affect the health, safety and welfare of the citizens of Morgan County.*

Erin Kress of ThEngineering, for the landowner stated that initially the feed yard was grandfathered in then decided to submit the application. There is one home, owned by the Johnson's, located on the northwest corner of County Road 16 and O is within the ¼ mile setback from the nearest corral. From the nearest feeding pen the home is 850 feet from the boundary, new corrals are not proposed.

Kevin Lamb, Manager of Bullseye Holdings, LLC, has talked with Paul Johnson a number of times. Mr. Johnson had no objection to reestablishing the feed yard. Bullseye acquired the property in 2007 and they believe that the feed yard was operated back in the 50's but has been unable to confirm. Improvements have been proposed to improve the operation and coordination with Bijou ditch has occurred.

Charlie Ruyle asked if the closest pen was a holding pen. Lamb responded that there is a bunk with this pen, and it is not anticipated to be used regularly. The cattle would be further south.

**PUBLIC COMMENT OPEN:**

No one present from the public to speak in favor or opposition of application.

The chairman asked if the Board had any further questions.

Charlie Ruyle asked about capacity of the feedlot.

Lamb responded that when the property was purchased they believed there was a grandfathered right to 9,000 head. The purchase agreement included language that the footprint would not be expanded.

Viola Johnson asked about contact with the Mr. and Mrs. Johnson.

Lamb responded that he had spoken with Mr. Johnson, but not Mrs. Johnson.

**PUBLIC COMMENT CLOSED:**

**CHAIRMAN REQUESTED A MOTION:**

It was moved by Viola Johnson and seconded by Charles Ruyle to approve this application from Bullseye Holding for the variance as requested.

Roll call vote was taken. Motion carried 4-0. Julie Padilla lost her connection to Zoom during the meeting.

Chairman Wind asked if there were any additional items to be discussed.

Ms. Cherry responded that last week the Planning Commission met on the application for a special use on the CAFO and recommended approval to the Board of County Commissioners.

**Approval of Resolution: Bullseye Holdings - 2020 BOA 02**

**Motion was made to approve Resolution 2020 BOA 02 as presented, with authorization for the Chairman to sign, by Charles Ruyle and was seconded by Viola Johnson. Roll call vote taken and motion carried 4-0, Julie Padilla's connection was lost.**

**Adjourn:**

It was moved by Viola Johnson and seconded by Charles Ruyle to adjourn. Motion carried 4-0. Julie Padilla's connection was lost.

Respectfully submitted,

Pam Cherry

**BOA Hearing**  
**November 23, 2020**

**Zoning Variance**  
**Western Sugar**  
**Landowner**



## **MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT**

### **MORGAN COUNTY BOARD OF ADJUSTMENT FILE SUMMARY**

**November 12, 2020**

**November 23, 2020 – Hearing Date**

**OWNER: Western Sugar Cooperative**

**APPLICANT: Mike Skeans**

Mike Skeans on behalf of Western Sugar Cooperative has submitted this application for a variance to Section 3-650 Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations regarding maximum height of a fence in the Heavy Industrial zone district. The maximum height in the district is eight (8') feet. The property is addressed as 18317 Highway 144, Fort Morgan, CO 80701 with parcel numbers of 1039-310-00-008 located in the SW $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West of the 6th P.M. North of Interstate 76 and 1041-364-00-001 located in the SE  $\frac{1}{4}$  of Section 36, Township 4 North, Range 58 West of the 6th P.M., Morgan County, Colorado.

Western Sugar Cooperative is requesting to increase the maximum height for fencing from 8 feet to 25 feet to allow for the construction of wind fencing as required by the Colorado Department of Public Health and Environment to reduce the wind that causes precipitated calcium carbonate dust (PCC) created by truck loading operations. Limestone is used in the processing of sugar beets, the PCC is basically finely ground limestone; a byproduct of processing.

Approximately seventeen adjacent landowners were identified and notified of this request. Section 5-200(B) of the Morgan County zoning regulations states that adjacent owners shall be notified of the request prior to the hearing.

In reviewing this application the Board of Adjustment is required to make a finding that the criteria for granting a variance in Section 5-220(B) of the Morgan County Zoning Regulations have been satisfied:

- (1) The strict application of the applicable regulation results in peculiar and exceptional practice difficulties or exception and undue hardship on the owner due to:

*Strict application of the regulations will result in peculiar or exceptional hardship. Western Sugar is requesting this variance in response a requirement by the Colorado Department of Public Health and Environment.*



- (2) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property; and

*The Colorado Department of Public Health and Environment is requiring Western Sugar to install this fence to reduce dust from leaving the site.*

- (3) The hardship is not self-imposed;

*The hardship is due to requirements of the Colorado Department of Public Health and Environment.*

- (4) The variance, if granted, will not adversely affect the use of adjacent property as permitted under these Regulations;

*If granted, the variance will not adversely affect the use of adjacent property.*

- (5) That the variance, if granted, is in keeping with the intent of these Zoning Regulations and the Morgan County's Comprehensive Plan; and

*Morgan County Zoning regulations recognize the need to increase maximum heights in the Heavy Industrial Zone district.*

Goals of the Morgan County Comprehensive Plan:

- a. Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

*If approved, this variance will support the growth of Western Sugar which provides employment opportunities for residents of the county.*

- b. The county will encourage the preservation of agriculture production lands in balance with pressures for land use changes to higher intensity development.

*If approved, this variance will encourage the preservation of the sugar beet industry in numerous counties.*

- c. Improve Morgan County's image by dealing with community design issues in relation to land use.

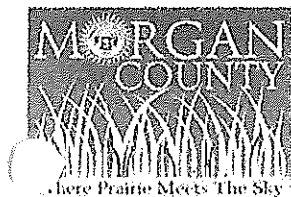
*Morgan County is cooperating with citizens, Western Sugar and the Colorado Department of Public Health and Environment to address design issues related to the sugar operation.*

- (6) That the variance, if granted, does not adversely affect the health, safety, and welfare of the citizens of Morgan County.

*The variance for the construction of a new dust fence, if granted, will improve the health safety and welfare of the citizens of Morgan County.*

This variance request meets the criteria for granting the variance.

Pam Cherry, MPA, CFM  
Morgan County Planning Administrator



**MORGAN COUNTY**  
**PLANNING, ZONING & BUILDING DEPT.**  
231 Ensign, P.O. Box 596  
Fort Morgan, Colorado 80701  
**PHONE (970) 542-3526**  
**FAX (970) 542-3509**  
**E-mail: pcherry@co.morgan.co.us**

**Permit #: ZV** \_\_\_\_\_

Date Received	___/___/___	Received By	_____
<input type="checkbox"/> Admin Review \$150 Ck/CC #	_____	Pd	_____
<input type="checkbox"/> Full Review \$500 Ck/CC#	_____	Pd	_____
Recording Fee \$	_____	Ck:	_____ Pd _____
BOA Date	_____		

## VARIANCE TO ZONING REGULATIONS APPLICATION

### APPLICANT

Name Mike Skeans  
Address 18317 Hwy 144  
Fort Morgan, CO 80701  
Phone ( 303 ) 482 6935  
Email mskeans@westernsugar.com

### LANDOWNER

Name Western Sugar Coop  
Address 18317 Hwy 144  
Fort Morgan, CO 80701  
Phone ( 303 ) 482 6935  
Email mskean@westernsugar.com

### TECHNICAL INFORMATION

Address or general location of property 18317 Hwy 144 North of I-76 @ PCC Pile Zone District \_\_\_\_\_

Size of property (Sq. Ft. or Acres) 240 Acres

Complete Property Legal Description and Parcel #. If necessary, attach to application and label "Exhibit 2": \_\_\_\_\_

Legal: Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ S \_\_\_\_\_ T \_\_\_\_\_ R \_\_\_\_\_  $\frac{1}{2}$  \_\_\_\_\_  $\frac{1}{4}$  \_\_\_\_\_  $\frac{1}{8}$  \_\_\_\_\_

Parcel #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Is property located within 1320' (1/4) of a livestock confinement facility? No

Is property located in 100 year floodplain? Partial Are property taxes current? Yes

### APPLICANT'S STATEMENT

It is acknowledged that any drainage associated with this property in the past, present or future is the responsibility of the landowner and not that of Morgan County. I/we certify that the information and exhibits I/we have submitted are true and correct to the best of my knowledge. Application must be signed by landowner.

Michael Skeans Date 11-3-2020  
Applicant Signature

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Landowner Signature



## REQUEST FOR VARIANCE

- ☐ ADMINISTRATIVE  
☐ BOARD OF ADJUSTMENTS

### TYPE OF VARIANCE

- \_\_\_\_ Minimum Area of Lot (see list of additional attachments)  
\_\_\_\_ Minimum Width of Lot  
☒ Maximum Height of Fence, Sign or Structure Wind fence per State of Colorado  
\_\_\_\_ Minimum Front Yard  
\_\_\_\_ Minimum Side Yard  
\_\_\_\_ Minimum Rear Yard  
\_\_\_\_ Other: Variance from Section # \_\_\_\_\_ of Morgan County Zoning Regulations.

### LIST OF ATTACHMENTS

\*Application will not be processed until ALL required attachments have been received.

- ☒ Exhibit A: Proof of ownership: current, within last 6 months, title insurance commitment
- ☒ Exhibit B: Site plan prepared to appropriate scale showing the location of existing structures, fences, natural features, streets, rights-of-way, easements, greenbelt areas, boundary lines and lot lines. The site plan will graphically display the design standards, such as setbacks, which are the subject of application request. Minimum lot size variance requires a survey as per Sections 8-175 and 8-180 of the Morgan County Subdivision Regulations.
- ☒ Exhibit C: Write a statement that encompasses all of the following concepts:
- (1) Discuss fully, the special conditions and circumstances exist which are peculiar to the lot, structure, or building involved and which are not applicable to other lots, structures, or buildings in the same zoning district.
  - (2) Name and explain in detail the interpretation of the provisions of the Zoning Regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.
  - (3) Write a statement that explains the special conditions or circumstances do not result solely from the action of the applicant.
  - (4) Write an explanation that provides evidence that the variance requested is the minimum variance that will make possible the use of the lot, building, or structure.
- ☒ Exhibit D: Approval of project from adjoining landowners (*administrative review only*).
- ☒ Exhibit E: Approval of project from Property Owners Association and/or Home Owners Association.
- ☒ Exhibit F: If an irrigation ditch is on or next to property – **proof of contact** with Ditch Company.





## REQUEST FOR VARIANCE

- ☒ Exhibit G: Morgan County Right to Farm Policy
- ☒ Exhibit H: Non-refundable processing fee made payable to Morgan County Planning.  
\_\_\_\_\_ \$500.00 - Full Review – OR –  
\_\_\_\_\_ \$150.00 - Administrative Review
- ☒ Exhibit I: Additional information as required by staff.  
\_\_\_\_\_  
\_\_\_\_\_

### ADDITIONAL ATTACHMENTS FOR MINIMUM LOT SIZE

- \_\_\_\_\_ Exhibit J: "Will Serve Letter" for waste disposal system.
- \_\_\_\_\_ Exhibit K: Contract for service for public water system; or copy of well permit.
- \_\_\_\_\_ Exhibit L: Legal access - copy of permit for driveway from state highway department or from Morgan County Road and Bridge Dept. (and other easements/right-of-ways as applicable) required for new and existing access.
- \_\_\_\_\_ Exhibit M: Soil map from Morgan County Soil Conservation Service.
- \_\_\_\_\_ Exhibit N: Revegetation plan.
- \_\_\_\_\_ Exhibit O: Notification to all mineral rights owners and/or lessees. Provide names and address, copy of letter sent 30 days prior to submission or a list owners/lessees showing 3 sources of attempts to locate.
- \_\_\_\_\_ Exhibit P: Recording fee for covenants made payable to Morgan County Clerk & Recorder  
\_\_\_\_\_ \$13.00 first page  
\_\_\_\_\_ \$5.00 each additional page      \_\_\_\_\_ pgs x \$5 = \$ \_\_\_\_\_

*Property taxes must be current at the time of processing.*

## **Morgan County Zoning Regulations excerpt Chapter 5**

### **5-185 Variance Applications**

Variance applications shall consist of the following:

- (E) A site plan drawn to appropriate scale showing the location of existing structures, fences, natural features, streets and rights-of-way, boundary lines, and lot lines. The site plan will graphically display the design standards, such as setbacks, which are the subject of variance or disagreement. Drawing sheet size shall be a minimum of eighteen by twenty- four inches (18" x 24").

### **5-220 Criteria for Reviewing Appeals and Variances**

The Board of Adjustment shall make decisions concerning appeals and applications for variances regarding application of the Zoning Regulations from the testimony and evidence presented utilizing the following criteria.

- (A) Relief from the provision of these Regulations may not be granted when the hardship is brought about through the actions of the appellant or applicant.
- (B) Nor may relief be granted when the result of granting the requested relief is detrimental to the public good or when relief is contrary to the purpose and intent of these Regulations.
- (C) In granting any variances, the Board of Adjustment may prescribe appropriate conditions, safeguards and permit time limits in conformity with these Regulations. Violations of such conditions, safeguards, and time limits when made part of the terms under which the variance is granted, shall be deemed a violation of these Regulations and punishable under Chapter 6 of these Regulations.
- (D) No noneonforming use of neighboring lots, structures, or buildings in the same district, and no permitted or nonconforming use of lots, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- (E) Criteria for review of variance to the floodplain regulations are contained in Section 3- 740 and following.
- (F) The appellant has prepared a complete and well documented application.
- (G) A variance granted regarding the maximum number of residences per parcel which is requested for medical care of a family member shall be for a period of time and not in perpetuity. The recipient of such a variance shall be required to certify annually to the Planning Administrator that the additional residence is still occupied by either the family member needing medical care or the caregiver.

### **5-225 Implementation of Variances**

Upon the granting of a variance by the Board of Adjustment, the successful applicant shall have six (6) months from the date of issuance of the variance to commence implementation of the variance allowed. The Planning Administrator shall inspect all variances implementation projects to determine that they conform to the intent of the variance. Should a variance not be implemented in the time period allowed, the variance will be null and void upon action of the Planning Administrator. A one-time extension of the implementation period for a maximum of six (6) months may be granted by the Planning Administrator at the request of the variance holder.

# **NARRATIVE**

## Exhibit C

1. The area is located north of I-76, south of the ditch and west of the PCC pile. This area is currently being used to load PCC into trucks. The State of Colorado has requested Western Sugar Cooperative to install wind fences on the north and south side of this loading area. The wind fences will reduce the wind in this area reducing the amount of dust created by these loading operations. The requested design was for wind fences with a porosity of 50%. The requested wind fences will be 200' long by 25' high on the north side of the loading area near the irrigation ditch and will be 150' long by 25' high on the south side of the loading area. The fences are being specified with 34% porosity to reduce the wind speed by 50% in the loading area.
2. Maximum fence height of 8'. The fence height limitation is for normal security and screening fencing. This fence is to reduce wind volume. An 8' high wind fence would not help the loading operation in this area. The loading is into semitrucks with 10-12' box heights. With an 8' fence height, the wind would not be blocked in the loading area. The removal of the PCC from the property is part of the long-term Western Sugar goal of eliminating long-term on-site storage of byproducts. Western Sugar is currently annually moving two times the annual production of PCC.
3. The special condition surrounding this variance request is the request of the State of Colorado to provide this wind fence to improve dust control for the loading system. The wind fence is an accepted form of dust mitigation.
4. The height of the fence is required to minimize wind at the loading height required to fill a semitruck using a front-end loader. The wind patterns have been modeled by the fence supplier and designer. The wind velocity from the north will be reduced to 50% of prevailing velocity up to 12' above the ground within 100-125' of the northern wind fence. The southern wind fence will reduce wind velocity to 12' high within about 50' of this fence. Loading will take place in these areas to minimize dust generation due to wind conditions.

## Exhibit F

The Western Sugar Cooperative has agreed with the State of Colorado to install a wind fence to mitigate dust generation in the area that PCC is loaded as a byproduct of sugar production. This area is located north of I-76, east of the PCC pile and south of the Upper Platte and Beaver Canal (Canal). There will be two wind fences. The north wind fence will be 200 feet long by 25 feet high. It will run east and west with the east end 130 feet south of the Canal and the west end 170 feet south of the canal. The south fence will be 150' long and will be an additional 212 feet from the Canal. The wind fence will reduce wind velocity from the north or south by 50% reducing the dust migration both into the canal and onto I-76. Please see attached drawing.

Since the wind fence is over 25' high, Western Sugar Cooperative (WSC) is required get a variance to zoning regulations. As part of the variance process, WSC is to contact the Ditch Company to ensure it is informed of the proposed variance to the zoning regulations. Please review the drawings and if there are no issues to this project, sign and date this Exhibit to indicate contact was made and return to WSC. An e-mail reply would also be acceptable as proof of contact. If there are issues with this project, please contact Mike Skeans – VP of Engineering (303) 482-6935, Chelsea Villalba – Corporate Environmental Manager (720) 854-7506 or Rob Zimmerman – Senior Engineer (970) 371-0474.

Thank you for your time.

## **Exhibit I**

The Western Sugar Cooperative has agreed with the State of Colorado to install a wind fence to mitigate dust generation in the area that PCC is loaded as a byproduct of sugar production. This area is located north of I-76, east of the PCC pile and south of the Upper Platte and Beaver Canal (Canal). There will be two wind fences. The north wind fence will be 200 feet long by 25 feet high. It will run east and west with the east end 130 feet south of the Canal and the west end 170 feet south of the canal. The south fence will be 150' long and will be an additional 212 feet from the Canal. The wind fence will reduce wind velocity from the north or south by 50% reducing the dust migration both into the canal and onto I-76. Please see attached drawing. The wind fence is being supplied by Dust Control Technology. The wind fence will be designed with break away clips for very high winds that allow the fabric to vent the winds without damaging them preventing fabric from blowing onto adjacent property. This company designs these wind fences for all over North America. The area has had a geotechnical test conducted by Terracon and the results will be used to design the foundation. Matrix Technologies, an engineering firm, will provide the foundation design for the fence based on the geotechnical results. The design will meet the wind and earth quake requirements for this area.



Western Sugar

Purchase Order - 4700254556

10/22/2020

160894

MATRIX TECHNOLOGIES, INC.  
1760 INDIAN WOOD CIRCLE  
MAUMEE OH 43537

Please deliver to:

Western Sugar Ft Morgan  
18317 HIGHWAY 144  
FT. MORGAN CO 80701  
USA

Delivery: 11/30/2020  
Conditions: 30 DAYS FROM INVOICE

**CONFIRMING ORDER. DO NOT DUPLICATE.**

Item	Material	Description	Tax Code	Del Pt
Order qty.	Unit	Price per unit	Net value	
00010		FOUNDATION WIND FENCE PROJECT	Taxable	8209
	4,100\$			
SCOPE OF WORK				
1.1 Matrix Technologies will determine a suitable foundation type using the Soils Report provided by Western Sugar.				
1.2 Matrix Technologies will use the loads and geometry provided by the vendor and Western Sugar to design up to two types of foundations.				
1.2.1 One typical foundation design and installation detail for the interior fence post locations.				
1.2.2 One foundation installation design and detail for the leading edge/end of the fence system.				
	Gross Price	1.00 USD	1 \$	4,100.00
	Total Cost of All Items on PO			4,100.00
	Total Freight (if applicable)			0.00

Mail Invoices for Goods & Materials to:  
WESTERN SUGAR COOPERATIVE  
FORT MORGAN FACTORY  
ATTN: ACCOUNTS PAYABLE  
18317 HIGHWAY 144  
FT. MORGAN, COLORADO 80701-4867  
apfortmorgan@westernsugar.com

Mail Service Inc & Other  
Correspondence:  
WESTERN SUGAR COOPERATIVE  
ATTN: DOUG BARKER  
18317 HIGHWAY 144  
FORT MORGAN, CO 80701-4867  
PHONE 970-542-2027 FAX 970-542-2096  
EMAIL dwbarker@westernsugar.com



**WeatherSolve<sup>TM</sup>**  
**Structures**



PRODUCTIVE ENVIRONMENTS FOR ALL WEATHERS



# Manage your environment



WeatherSolve Structures Inc. are specialist designers and manufacturers of industrial, recreational and agricultural environment control systems.

Dealing with environmental extremes from hurricanes and cyclones to the heat of Oman and the Canadian cold, WeatherSolve designs have been proven world-wide from Northern BC to New Zealand.

Today, WeatherSolve projects shelter thousands of acres around the world, many of them stockpiles with perimeter fences at heights of up to 30m (100ft).



## Best by test

WeatherSolve believes every control structure must meet 4 basic criteria. It must be:

- Durable in all weather conditions
- Effective
- Economical
- Easy to work with

### Durable

WeatherSolve is continually testing and developing systems to improve durability. As a result, many of our components are unique in the marketplace. This is because off-the-shelf items either don't exist or have not been designed to the level of strength we require.

Testing itself involves measuring absolute strength in critical situations as well as cyclic loading over hundreds of thousands of cycles. We also visit our structures after major wind storms as part of our maintenance program.

### Effective

WeatherSolve conducts ongoing research to determine optimum aerodynamics for each and every situation. This includes working with organizations such as the Midwest Research Institute Global and the Center for Study of Open Source Emissions. We take great pride in creating structures that do what they are supposed to do efficiently and effectively.

Structures can also be adapted to perform additional functions such as security, shade or visual barrier. Maximum effectiveness for each individual function is assured by WeatherSolve computer modeling programs.

### Economical

With three quarters of the cost devoted to poles and foundations, WeatherSolve lowers price without sacrificing strength by minimizing the number of poles. A pole that is four times as strong for example, costs only two to three times as much to build.

By using high quality components, WeatherSolve structures require little to no maintenance, saving you even more money!

### Easy to work with

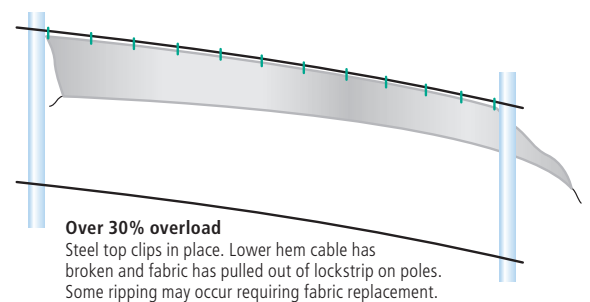
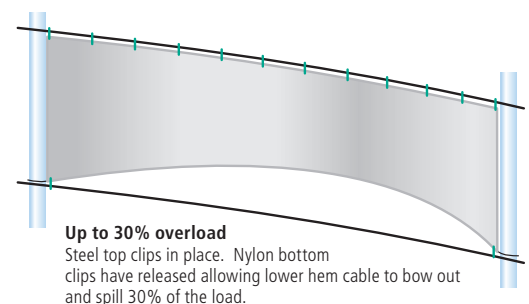
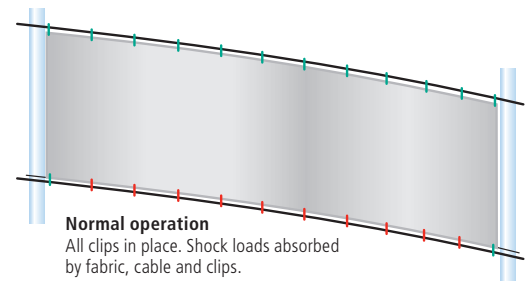
A structure needs to work in a manner that permits easy access around it. WeatherSolve systems allow large spans between poles and greater flexibility in pole placement. This provides many opportunities to position the structure in a way that does not impede plant operations.



### Overload Release System

Because poles and foundations represent the most significant portion of structural cost, the WeatherSolve Release System provides added security in extreme storms.

Extensively tested in the 200 mph winds of Hurricane Andrew and many hurricanes since then, WeatherSolve structures allow fabric to be released from the bottom of panels and later re-clipped into place. Fabric always stays connected at the top of each panel so as never to become a safety hazard.



Please remember that all systems are custom designed, this includes setting your release wind speeds to match your requirements.



# Industrial dust control

Slowing wind is the key objective in any dust control strategy as it is wind that causes and distributes dust.

Fugitive dust tends to come from two distinct sources:

## 1. Eroded dust

This is where particles are lifted off the ground or off the surface of a pile and blown away. The erosion process is extremely sensitive to wind speed. Utilizing windfences can effectively halve the speed, reducing dust distribution to 1/8th. Research has shown that  $Erosion \propto (wind\ speed)^3$ . This means a pile that was losing 2000lbs of dust monthly would lose less than 250lb.

## 2. Airborne dust

This is where particles fall from a conveyor or get kicked into the air by machinery. Utilizing a windfence to halve the wind speed can halve the area affected.

For optimum control of very small airborne particles, an agent is needed to stick particles together. Fog is the most efficient and environmentally clean way to do this. WeatherSolve works with leading manufacturers of fogging systems to create composite solutions involving fog and windfences together.



Attaching fabric panels to a 28m (90ft) fence in Oman. ▲

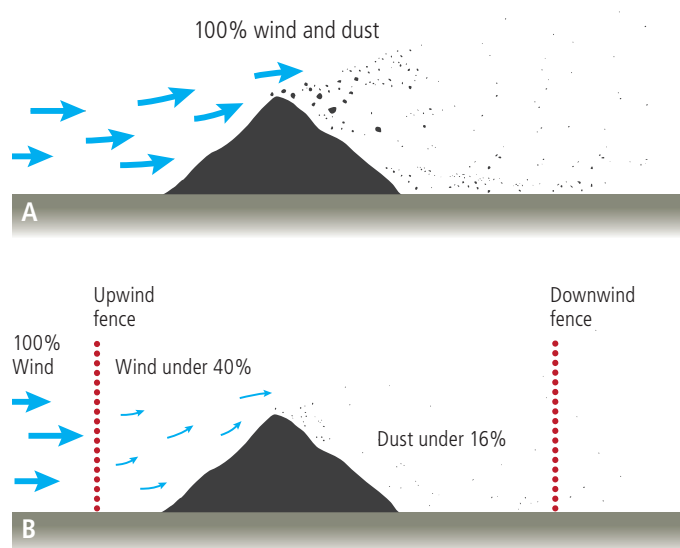
Controlling fine sawdust with a 9m (30ft) canopy in New Zealand. ►

An aerial view of windfence in Brazil 22m (72 ft) x 2800m (9186 ft). ▼



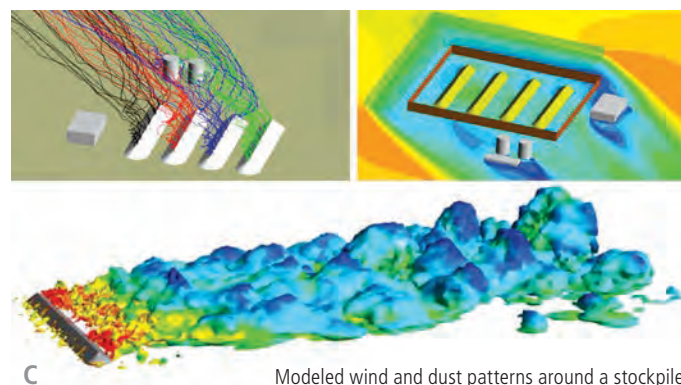


# A good windfence will reduce wind speeds to under 40% and fugitive dust to under 16%



A. Wind accelerates up the side of a pile eroding dust off the surface. Smaller particles rise in the air, larger ones bounce down the other side and along the ground. With a windfence in front of the pile, wind speed is reduced so only smaller particles erode. Some of these rise in the air, others bounce down along the ground.

B. With both downwind and upwind windfences, particles moving along the ground stop at the fence. Many airborne particles are filtered out by the fence. Others go through and some go over. Most going over drop in the sheltered area behind the fence.



C. Computational Fluid dynamics charts (CFD) provided by Midwest Research Institute Global. WeatherSolve Structures is proud to work with MRI Global using CFD modeling to help companies find optimal windfence configuration for their stockpiles.



Discharge tower cladding USA 9m (30 ft) x 75m (250 ft)



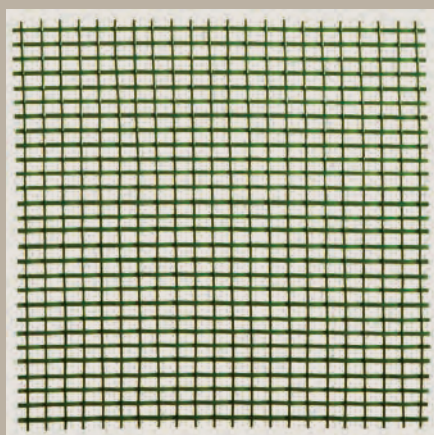
Cathedral style windfence USA 30m (90 ft) x 350m (1150 ft)

## Industrial Windfences are also used for:

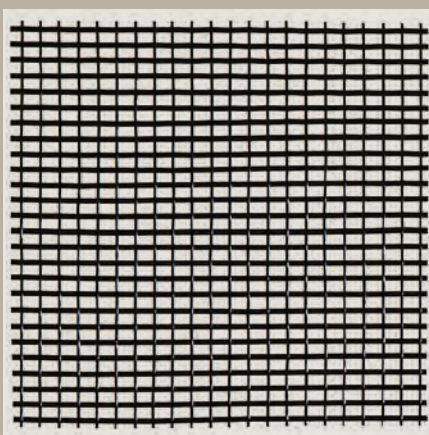
- erosion control
- reduction of wind loads on sensitive components
- debris and garbage handling areas
- control of waves and turbulence on ponds
- snow deflection and control
- fencing and privacy
- wind deflection for air cooling towers.

## About our fabrics

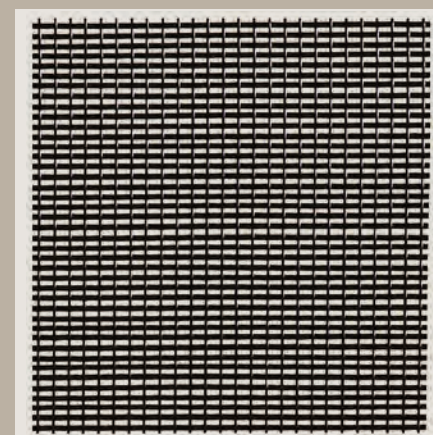
WeatherSolve Structures has its fabrics tested for aerodynamic porosity ( $\beta_e$ ).  $\beta_e$  is what the wind "sees" and is different to visual porosity. Fabric selection is an important part of the design process. Our professionals will provide recommendations to match the desired effects.



$\beta_e = 47\%$



$\beta_e = 40\%$



$\beta_e = 24\%$



# Other applications to meet every need

Worldwide experience and customized service allows WeatherSolve to address any specific site concern. As a progressive company, we always enjoy the challenge of evolving new techniques in order to arrive at the ultimate solution.

Recognized as a world leader in the design of porous fabric structures, WeatherSolve is called upon to help write industry codes and occasionally to investigate the failures of others' designs.



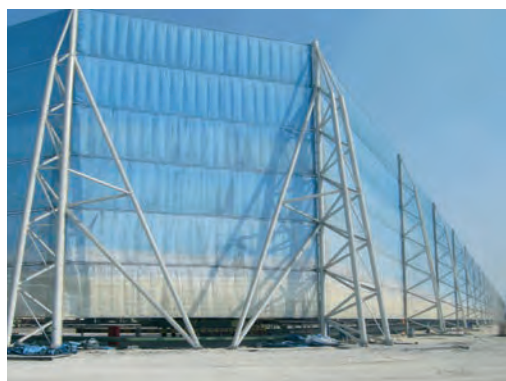
Ship unloader dump pocket.



Portable screen.



Sun screen.



Painted screen.



Wind screen on floating breakwater.

Dust Control

Bird Control

Windfences and Shelters

Sun Shades and Canopies

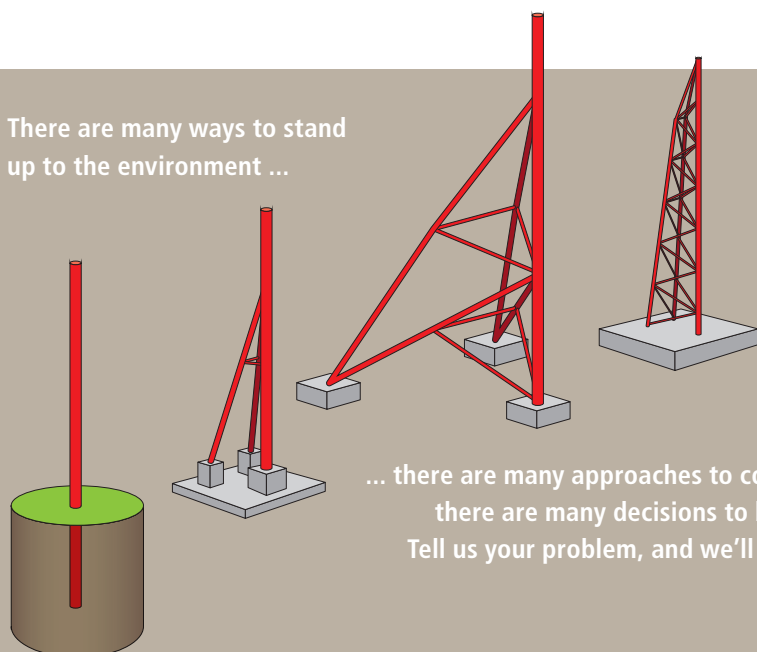
Structure Cladding

Hail Protection

Rain Shelters

Truck Dumps

There are many ways to stand  
up to the environment ...



... there are many approaches to consider, and  
there are many decisions to be made.  
Tell us your problem, and we'll show you a solution!



WeatherSolve supplies cladding systems and expertise, we also supply poles or work with local resources to match the requirements of your site.



PRODUCTIVE ENVIRONMENTS FOR ALL WEATHERS





15m (50ft) downwindfence in Richmond BC traps dust from wood chip pile.



2.5km x 20m fence around a steel pelletizing plant in Bahrain.



# WeatherSolv Structure

## WeatherSolve Structures Inc.

2-27355 Gloucester Way, Langley,  
BC, Canada, V4W 3Z8

Office: 604.607.7781

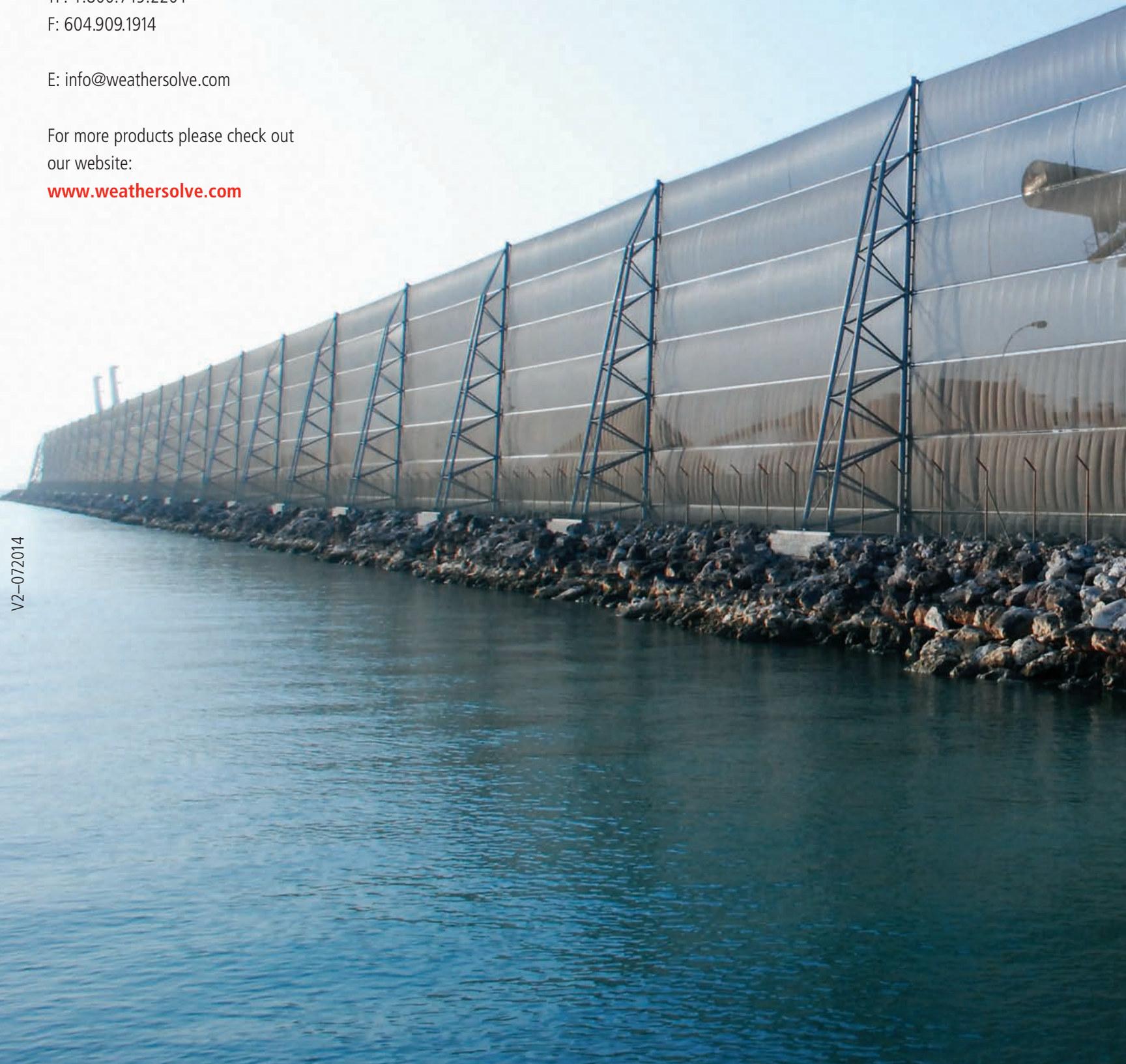
TF: 1.800.749.2201

F: 604.909.1914

E: [info@weathersolve.com](mailto:info@weathersolve.com)

For more products please check out  
our website:

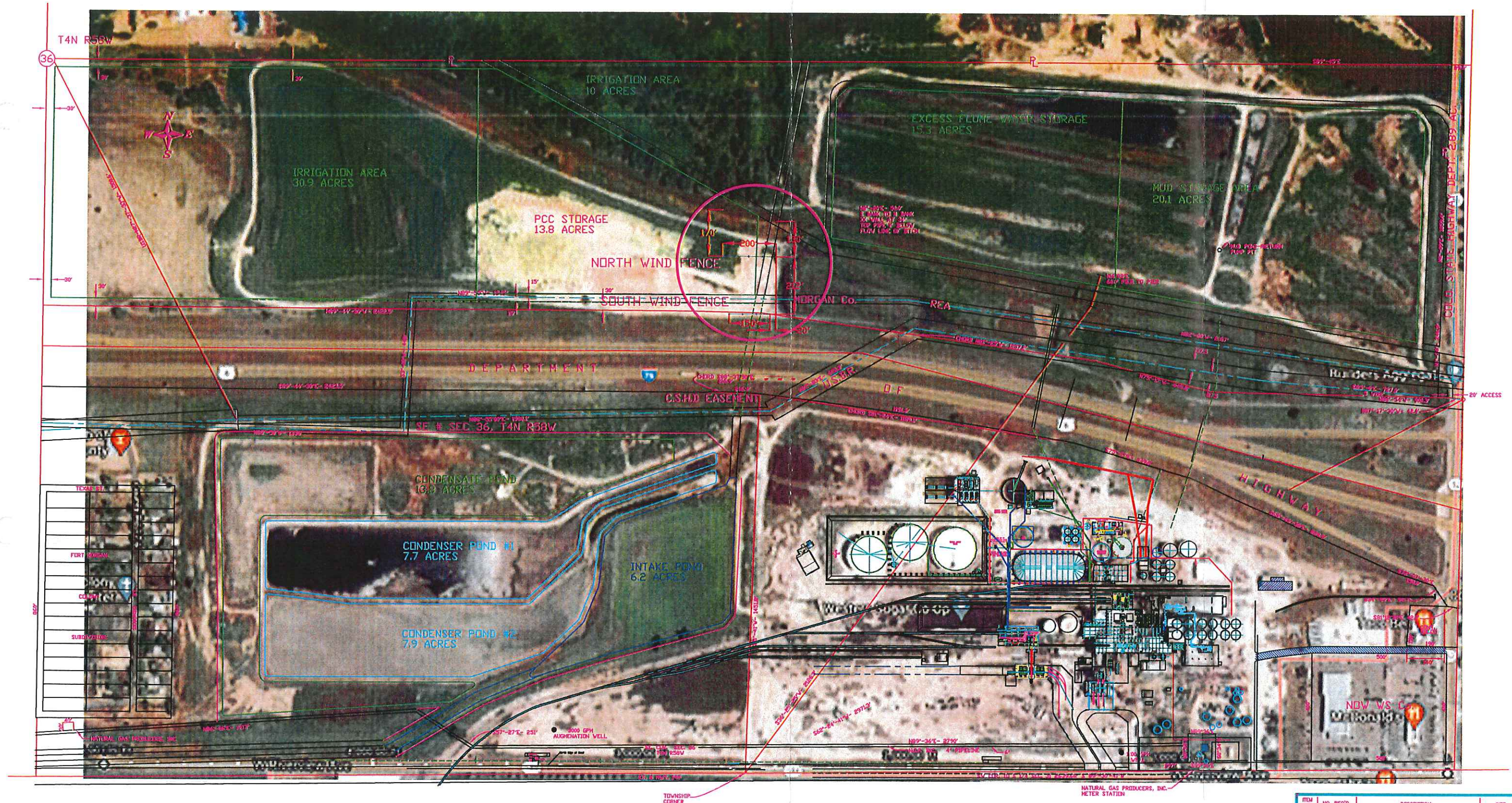
[www.weathersolve.com](http://www.weathersolve.com)





# **SITE MAPS**





ITEM NO.	NO. REQ'D.	DESCRIPTION	SIZE	MTL. OR WEIGHT
THE WESTERN SUGAR COOPERATIVE				
"GROWER OWNED"				
DENVER				
WIND FENCE				
SITE PLAN				
SATELLITE OVERLAY				
Scale			Date 10/16/2020	
Drawn by			Checked by	
Where Used			FORT MORGAN, CO	
Revision			DWG. 09-3002010	
1 N/A			2 N/A	
3 N/A			4 N/A	
			REV. 0	

DATE DWG. BLUEPRINTED

#### NOTICE

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NOTES:  
1.  
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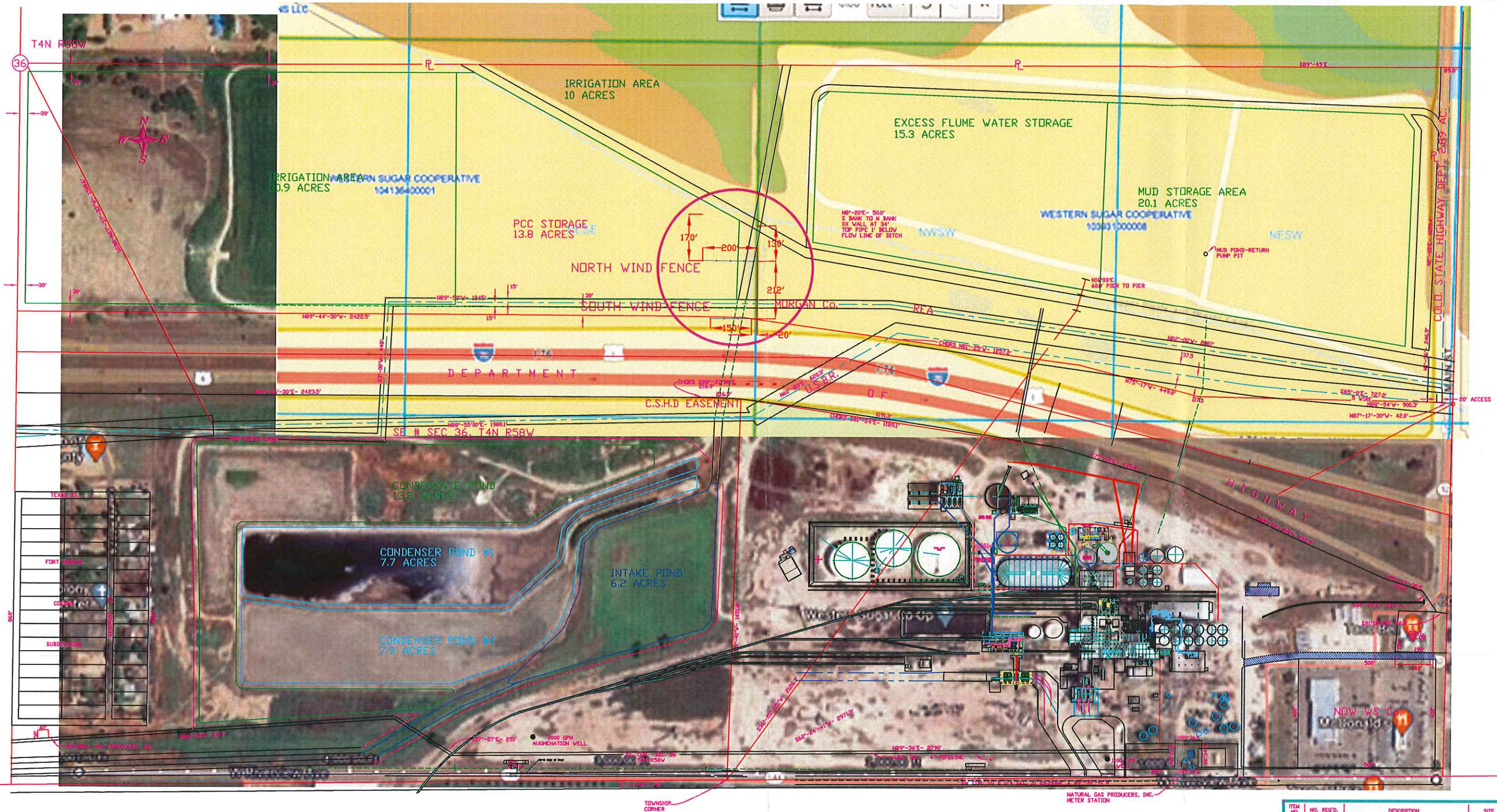
DATE DWG. BLUEPRINTED \_\_\_\_\_

NOTICE

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ITEM NO.	NO. REQ'D.	DESCRIPTION	SIZE	MTL. OR WEIGHT
THE WESTERN SUGAR COOPERATIVE				
"GROWER OWNED" DENVER				
PCC LOADING AREA				
WIND FENCE				
LOCATION				
Scale		Date 09/02/2020		
Dwg RMZ		Trc'd by	Chk'd	Approv'd
Where Used FORT MORGAN, CO				
Revision	1	N/A	2	N/A
	3	N/A	4	N/A
DWG.				09-3030016 REV. 0





ITEM NO.	NO. REQ'D.	DESCRIPTION	SIZE	MTL. OR WEIGHT
THE WESTERN SUGAR COOPERATIVE				
"GROWER OWNED"				
DENVER				
WIND FENCE				
SITE PLAN				
PROPERTY OVERLAY				
Scale			Date 10/16/2020	
Dwg RMZ		Trc'd by	Chk'd	Approv'd
Where Used FORT MORGAN, CO				
Revision	1 N/A	2 N/A	DWG. 09-3002018	
	3 N/A	4 N/A		
			REV. 0	

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DATE DWG. BLUEPRINTED \_\_\_\_\_

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USED ONLY FOR PURPOSES AUTHORIZED  
AND SHALL NOT BE PRINTED, LOANED,  
PHOTOCOPIED, COPIED OR USED WITH-  
OUT PERMISSION, AND SUBJECT TO IMM-  
EDIATE RETURN ON DEMAND.

ITEM NO.	NO. REQ'D.	DESCRIPTION	SIZE	MTL. OR WEIGHT
THE WESTERN SUGAR COOPERATIVE				
"GROWER OWNED" DENVER				
PCC LOADING AREA				
WIND FENCE LOCATION				
FLOOD PLAIN MAP				
Scale			Date 09/02/2020	
Dwg RMZ		Trc'd by		Chk'd
Where Used		FORT MORGAN, CO		
Revision	1	N/A	2	N/A
	3	N/A	4	N/A
DWG.				09-3030017
				REV. 0

# **TECHNICAL**

- Proof of Ownership**
- Landowner Letter**
- Notifications**
- Receipt of permit fee**
- Taxes**



# Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E Tufts Ave, Suite 900  
Denver, CO 80237  
Phone: (303) 291-9977

DATE: October 9, 2020

FILE NUMBER: 100-N0029399-020-TO1, Amendment No. 1

PROPERTY ADDRESS: 18317 Highway 144, Fort Morgan, CO

BUYER/BORROWER: The Western Sugar Cooperative, a Colorado cooperative corporation, successor by merger to The Western Sugar Company, a Delaware corporation

OWNER(S):

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: 1039-310-00-008 1041-364-00-001 1039-310-00-009 1223-120-00-007

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN

Revision No. 1: Lender Name revised; Endorsements added; Survey Requirement noted for incomplete survey; Exception 8 noted for revision; Remaining Exceptions have been revised to match the 2015 loan policy/survey

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer

ATTN: Title Only 20  
PHONE: (303) 291-9977  
FAX: (303) 633-7720  
E-MAIL:

Escrow Assistant

ATTN:  
PHONE:  
E-MAIL:

Title Officer

ATTN: Lauren Payne  
PHONE: (303) 291-9832  
E-MAIL: lauren.payne@fnf.com

Sales Executive

ATTN: NCS Sales  
E-MAIL:

Sales Executive 2

ATTN: None  
E-MAIL:

TO: The Western Sugar Cooperative, a Colorado cooperative corporation, successor by merger to The Western Sugar Company, a Delaware corporation

ATTN: Heather Luther  
PHONE:  
FAX:  
E-MAIL: hluther@westernsugar.com

TO: Holland & Knight

ATTN: Theresa Lee  
PHONE:  
FAX:  
E-MAIL: Theresa.Lee@hklaw.com

TO: Holland & Knight

ATTN: Marie Wooldridge  
PHONE:  
FAX:  
E-MAIL: Marie.Wooldridge@hklaw.com



TO:	Holland & Knight 200 Crescent Ct. Suite 1600 Dallas, TX 75201	ATTN: PHONE: FAX: E-MAIL:	Scott C Wallace   Scott.Wallace@hklaw.com
TO:	Holland & Knight 200 Crescent Ct. Suite 1600 Dallas, TX 75201	ATTN: PHONE: FAX: E-MAIL:	Sheila Petty (214) 964-9441 (214) 964-9501 sheila.petty@hklaw.com
TO:	ING Capital LLC	ATTN: PHONE: FAX: E-MAIL:	Bill Redmond   Bill.Redmond@ing.com
TO:	Snell & Wilmer 400 E Van Buren St. Suite 1900 Phoenix, AZ 85004	ATTN: PHONE: FAX: E-MAIL:	David A Sprentall (602) 382-6260 dsprentall@swlaw.com
TO:	Holland & Knight 200 Crescent Ct. Suite 1600 Dallas, TX 75201	ATTN: PHONE: FAX: E-MAIL:	Jason M Brown   Jason.Brown@hklaw.com
TO:	Snell & Wilmer L.L.P	ATTN: PHONE: FAX: E-MAIL:	Ilian Valev   ivalev@swlaw.com
TO:	Snell & Wilmer L.L.P	ATTN: PHONE: FAX: E-MAIL:	Jeff Porter   jporter@swlaw.com
TO:	National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN: PHONE: FAX: E-MAIL:	Title Only 20 (303) 291-9977 (303) 633-7720

END OF TRANSMITTAL



Chicago Title Insurance Company

# COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

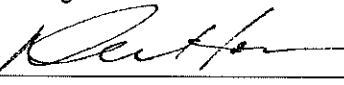
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By:   
Darren Hone  
Authorized Signature

Chicago Title Insurance Company

By: 

ATTEST

President



Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity National Title, National Commercial Services  
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237  
Loan ID Number:  
Issuing Office File Number: 100-N0029399-020-TO1, Amendment No. 1  
Property Address: 18317 Highway 144, Fort Morgan, CO  
Revision Number: Amendment No. 1, Amendment Date: October 9, 2020

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **September 25, 2020**
2. Policy to be issued:
  - (a) None  
Proposed Insured:  
Proposed Policy Amount:
  - (b) ALTA Loan Policy 6-17-06  
Proposed Insured: ING Capital LLC, as administrative agent for itself and certain other lenders and its successors and assigns as their interests may appear  
Proposed Policy Amount: \$100,000.00
  - (c) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
**A Fee Simple**
4. The Title is, at the Commitment Date, vested in:  
The Western Sugar Cooperative, a Colorado cooperative corporation, successor by merger to The Western Sugar Company, a Delaware corporation
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

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## SCHEDULE A

(Continued)

Lenders Policy	342.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
Tax Certificate	72.00
Out of County Fee	250.00
ALTA 3.1-06 (CLTA 123.2-06) - Zoning - Completed Structure	171.00
ALTA 6-06 - Variable Rate	30.00
ALTA 8.2-06 Environmental Lien-Commercial	100.00
ALTA 9-06 - CCRs, Encroachments, Minerals	69.00
ALTA 9.6-06 - Private Rights	100.00
ALTA 12-06 (Form 107) - Aggregation - Tie In	100.00
ALTA 14.0-06 - Future Advance - Priority Without Construction Lien Coverage	100.00
ALTA 17-06 (CLTA 103.11) - Access and Entry	69.00
ALTA 17.2-06 (CLTA 103.13) - Utility Access	100.00
ALTA 18.1-06 - Multiple Tax Parcel	250.00
ALTA 19-06 (Form 116.4.1-06) - Contiguity - Multiple Parcels	69.00
ALTA 20-06 (CLTA 130-06) - First Loss - Multiple Parcel Transaction	500.00
ALTA 22-06 Location	100.00
ALTA 24-06 (CLTA 133) - Doing Business	250.00
ALTA 25-06 - Same as Survey	69.00
ALTA 27-06 (Modified) (CLTA 132-06) - Usury (Lender) (Colorado Form)	100.00
ALTA 28-06 (Form 103.1) - Damage to or forced removal	50.00
ALTA 39-06 - Policy Authentication	0.00
ALTA 43-06 (CLTA 145-06) - Anti-Taint	250.00
SE-93 - Deletion of Arbitration Endorsement -	0.00
ALTA Loan Policy (6/17/06)	
Form 100.33 Patent	100.00

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## EXHIBIT A LEGAL DESCRIPTION

### Parcel A:

The E  $\frac{1}{2}$  SW  $\frac{1}{4}$ , Lot 3 (NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and Lot 4 (SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 31, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado.

EXCEPT a parcel of land in the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point 30 feet North and 30 feet West of the Southeast corner of said SW  $\frac{1}{4}$  of said Section 31, which point is the intersection of the North right of way line of the presently existing public highway along the South side of said SW  $\frac{1}{4}$  of said Section 31, with the West right of way line of the presently existing public highway along the East side of said SW  $\frac{1}{4}$  of Section 31;

Thence North in the said West right of way line of said public highway along the East side of said SW  $\frac{1}{4}$  of said Section 31, 400 feet to a point;

Thence West, parallel to the said North right of way line of said public highway along the South side of said SW  $\frac{1}{4}$  of said Section 31, 500 feet to a point;

Thence South, parallel to the said West right of way line of said public highway along the East side of said SW  $\frac{1}{4}$  of said Section 31, 400 feet to a point in the said North right of way line of said public highway along the South side of said SW  $\frac{1}{4}$  of said Section 31;

Thence East in the said North right of way line of said public highway along the South side of said SW  $\frac{1}{4}$  of said Section 31, 500 feet to the Point of Beginning, as conveyed to Henry C. Giese and Nettie E. Giese in Deed recorded in Book 367 at Page 122.

And

EXCEPT a parcel of land in the SW  $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point on the West line of Section 31, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., from which point the Southwest corner of Section 31 bears South 01°41' West, a distance of 1351.8 feet;

Thence along the arc of a curve to the right with a radius of 5579.6 feet, a distance of 1191.3 feet (the chord of which arc bears South 81°24' East, a distance of 1189.1 feet);

Thence South 75°17' East, a distance of 449.8 feet;

Thence South 65°43'30" East, a distance of 839.9 feet;

Thence South 72°07'30" East, a distance of 150.0 feet;

Thence South 34°09' East, a distance of 92.7 feet to the West R.O.W. line of S.H. No. 52;

Thence South 81°17'30" East, a distance of 42.0 feet to the East line of the SW  $\frac{1}{4}$  of Section 31;

Thence along the East line of the SW  $\frac{1}{4}$  of Section 31, North 01°13'30" East, a distance of 741.0 feet;

Thence North 81°17'30" West, a distance of 42.0 feet to the West R.O.W. line of S.H. No. 52;

Thence North 88°54' West, a distance of 900.3 feet;

Thence North 75°17' West, a distance of 449.8 feet;

Thence along the arc of a curve to the left with a radius of 5879.6 feet, a distance of 1259.6 feet (the chord of this arc bears North 81°25' West, a distance of 1257.2 feet) to the West line of Section 31;

Thence along the West line of Section 31, South 01°41' West, a distance of 300.0 feet, more or less, to the Point of Beginning, as conveyed to the Department of Highways, State of Colorado, in Deed recorded in Book 606 at Page 45.

And

EXCEPT a parcel of land in the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., described as follows:

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## EXHIBIT A

(Continued)

Beginning at a point on the North line of the SW  $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West, from which the Northeast corner of the SW  $\frac{1}{4}$  of Section 31 bears South 89°45' East, a distance of 89.8 feet;  
 Thence along the North line of the SW  $\frac{1}{4}$  of Section 31, South 89°45' East, a distance of 89.8 feet to the NE corner of the SW  $\frac{1}{4}$  of Section 31;  
 Thence along the East line of the SW  $\frac{1}{4}$  of Section 31, South 01°33'30" West, a distance of 1313.7 feet to the Northerly right of way of the S.H. 2 as located September 1962;  
 Thence along the Northerly right of way of S.H. 2 as located September 1962, North 80°57'30" West, a distance of 42.0 feet;  
 Thence along the Northerly right of way of S.H. 2 as located September 1962, North 88°34' West, a distance of 60.6 feet;  
 Thence North 01°56' East, a distance of 246.9 feet;  
 Thence North 02°09' East, a distance of 1059.4 feet, more or less, to the Point of Beginning, as conveyed to the Department of Highways, State of Colorado, in Deed recorded in Book 669 at Page 299.  
 And  
 EXCEPT a part of the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at the South  $\frac{1}{4}$  corner of said Section 31;  
 Thence Northerly along the East line of said SW  $\frac{1}{4}$ , 455 feet to the True Point of Beginning;  
 Thence Northerly along the East line of said SW  $\frac{1}{4}$ , 144.2 feet to the point of intersection with the Southerly line of U.S. Highway No. 1-80;  
 Thence North 81°17'30" West along the Southerly line of said Highway, 42 feet;  
 Thence Westerly, parallel with the South line of said SW  $\frac{1}{4}$ , 148.3 feet;  
 Thence Southerly, parallel with the East line of said SW  $\frac{1}{4}$ , 150.8 feet, more or less, to a point which is 455 feet North of the South line and 190 feet West of the East line of said SW  $\frac{1}{4}$ ;  
 Thence Easterly, parallel with the South line of said SW  $\frac{1}{4}$ , 190 feet to the True Point of Beginning as conveyed to Continental Oil Company in Deed recorded in Book 698 at Page 740.  
 And  
 EXCEPT that portion conveyed to Department of Transportation, State of Colorado in Deed recorded December 12, 2018 at Reception No. 915808.

### Parcel B:

The SE  $\frac{1}{4}$  of Section 36, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado.

EXCEPT the Ft. Morgan Colony Subdivision, according to the Map filed November 3, 1928.

EXCEPT a parcel conveyed to the County of Morgan, Colorado in Book 685 at Page 627, described as a tract or parcel of land in the SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 36, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point which is the intersection of the West line of the SE  $\frac{1}{4}$  of Section 36, Township 4 North, Range 58 West, with the Northerly right of way line of State Highway No. 144 as located March, 1964, and from which the Southwest corner of the SE  $\frac{1}{4}$  of Section 36 bears South 00°27'30" West, a distance of 121.0 feet;  
 Thence along the West line of the SE  $\frac{1}{4}$  of Section 36, North 00°27'30" East, a distance of 96.0 feet to the Northwest property corner;

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## EXHIBIT A

(Continued)

Thence along the North property line, being the South line of El Paso Street of the Fort Morgan Colony Subdivision, South 89°43' East, a distance of 10.9 feet;  
 Thence South 51°53'30" East, a distance of 180.4 feet;  
 Thence along the arc of a curve to the left, having a radius of 543.0 feet, a distance of 200.1 feet (the chord of this arc bears South 69°09'30" East, a distance of 199.0 feet);  
 Thence South 86°25'30" East, a distance of 168.0 feet to the North right-of-way line of State Highway No. 144 as located March, 1964;  
 Thence along the North right-of-way line of State Highway No. 144 as located March, 1964, North 89°54' West, a distance of 237.1 feet;  
 Thence along the North right-of-way line of State Highway No. 144 as located March, 1964, North 89°18' West, a distance of 130.1 feet;  
 Thence along the Northerly right-of-way line of State Highway No. 144 as located March, 1964, along the arc of a curve to the right, having a radius of 266.3 feet, a distance of 172.0 feet (the chord of this arc bears North 55°57' West, a distance of 169.0 feet), more or less, to the Point of Beginning.

EXCEPT a tract of land in the SE ¼ of Section 36, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., described as follows:

Beginning at a point on the East line of Section 36, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., from which point the Southeast corner of Section 36 bears South 1°41' West, a distance of 1351.8 feet;  
 Thence along the East line Section 36, North 1°41' East, a distance of 300 feet;  
 Thence along the arc of a curve to the left with a radius of 5879.6 feet, a distance of 224.4 feet (the chord of this arc bears North 88°39' West, a distance of 24.4 feet);  
 Thence North 89°44'30" West, a distance of 2423.5 feet to the West line of the SE ¼ of Section 36;  
 Thence along the West line of the SE ¼ of Section 36, South 00°27'30" West, a distance of 300.0 feet;  
 Thence South 89°44'30" East, a distance of 2423.5 feet;  
 Thence along the arc of a curve to the right with a radius of 5579.6 feet, a distance of 216.9 feet (the chord of this arc bears South 88°37'30" East, a distance of 216.9 feet), more or less, to the Point of Beginning.

And

EXCEPT a parcel conveyed to Clavis Club of Morgan County in Book 708 at Page 875, described as that part of the W ½ SE ¼ of Section 36, Township 4 North, Range 58 West of the 6<sup>th</sup> P.M., beginning at a point on the West side of said W ½ SE ¼ of Section 36, 1077.3 feet North of the S ¼ corner of said Section 36;  
 Thence North along the West side of said W ½ SE ¼ of Section 36, 279 feet, more or less, to the South right-of-way of Interstate Highway 80-S;  
 Thence East along the South right-of-way line of said Highway, 500 feet;  
 Thence South, parallel to and 500 feet East of the West side of said W ½ SE ¼ of Section 36, 279 feet to the NE corner of the Fort Morgan Colony Subdivision;  
 Thence West along the North side of said Fort Morgan Colony Subdivision, 500 feet to the Point of Beginning.

Parcel C:

A parcel of land in the NW ¼ NW ¼ of Section 12, Township 1 North, Range 60 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado, described as follows:

Beginning at a point 30 feet East and 30 feet South of the Northwest corner of the NW ¼ NW ¼ of said Section;  
 Thence East, parallel to and 30 feet from the North line of said NW ¼ NW ¼ of said Section, 800 feet to a point;  
 Thence South, parallel to the West line of said NW ¼ NW ¼ of said Section, 150 feet to a point;

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## EXHIBIT A

(Continued)

Thence West, parallel to the North line of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, 800 feet to a point 30 feet East of the West line of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section;

Thence North, parallel to and 30 feet from the West line of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, 150 feet to the Point of Beginning.

A parcel of land in the NW  $\frac{1}{4}$  of Section 12, Township 1 North, Range 60 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado, described as follows:

Beginning at a point 30 feet South and 830 feet East of the Northwest corner of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, said point being the Northeast corner of that certain parcel of land conveyed by Deed recorded in Book 366 at Page 281 in the office of the Clerk and Recorder of said Morgan County hereinafter called Tract A;

Thence East, parallel to and 30 feet from the North line of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, 397 feet to a point;

Thence South, parallel to the West line of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, 150 feet to a point;

Thence West, parallel to the North line of said NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said Section, 397 feet to a point which is the Southeast corner of said Tract A;

Thence North on the East line of said Tract A, 150 feet to the Point of Beginning.

A parcel of land in the NW  $\frac{1}{4}$  of Section 12, Township 1 North, Range 60 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado, described as follows:

Beginning at a point 30 feet South and 1227 feet East of the Northwest corner of the NW  $\frac{1}{4}$  of said Section;

Thence East, parallel to and 30 feet from the North line of said NW  $\frac{1}{4}$  of said Section, approximately 290 feet to a point;

Thence South, parallel to the West line of said NW  $\frac{1}{4}$  of said Section, 150 feet to a point;

Thence West, parallel to the North line of said NW  $\frac{1}{4}$  of said Section, approximately 290 feet to a point 1227 feet East of the West line of said NW  $\frac{1}{4}$  of said Section;

Thence North, parallel to and 1227 feet from the West line of said NW  $\frac{1}{4}$  of said Section, 150 feet to the Point of Beginning.

A parcel of land in the NW  $\frac{1}{4}$  of Section 12, Township 1 North, Range 60 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado, described as follows:

Beginning at a point 30 feet East and 180 feet South of the Northwest corner of said NW  $\frac{1}{4}$  of said Section, said point being the Southwest corner of that certain parcel of land conveyed by Warranty Deed recorded June 22, 1938 at Page 281 in Book 366 in the office of the Clerk and Recorder of said Morgan County;

Thence East, parallel with and 180 feet from, when measured at right angles, to the North line of said Section, 1487 feet, more or less, to the Southeast corner of that certain tract conveyed by Warranty Deed recorded June 29, 1953 at Page in Book 517 in the office of the Clerk and Recorder of said Morgan County;

Thence South, parallel with the West line of said Section, 60 feet to a point;

Thence West, 1487 feet to a point on the East line of the County Road;

Thence North along the said East line of the County Road, 60 feet to the Point of Beginning.

Parcel D:

A parcel of land in the NW  $\frac{1}{4}$  of Section 12, Township 3 North, Range 60 West of the 6<sup>th</sup> P.M., County of Morgan, State of Colorado, described as follows:

Beginning at a point on the Southerly right-of-way line of the Chicago, Burlington and Quincy Railroad (now known as the Burlington Northern Railroad) that is North 89°50' East, 100.0 feet and North 00°06' East, 599.1 feet

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**EXHIBIT A**  
(Continued)

from the West  $\frac{1}{4}$  corner of said Section, said point being 100.0 feet measured from and at right angles to the center line of the main track of said railroad;  
Thence North  $55^{\circ}23'$  East on said Southerly right-of-way of said railroad, 1272.93 feet to a point of curve;  
Thence on curve right with a radius of 5629.65 feet of said Southerly right-of-way line of said railroad, 477.2 feet to a point;  
Thence South  $30^{\circ}01'36''$  East, 140.0 feet to a point;  
Thence South  $57^{\circ}32'42''$  West, 465.0 feet to a point;  
Thence South  $55^{\circ}23'$  West, 1370.5 feet, more or less, to a point on the East line of County Road;  
Thence North  $00^{\circ}06'$  East on said East line of County Road, 170.3 feet, more or less, to the Point of Beginning.

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Furnish for recordation a full release of deed of trust:

Amount:	\$250,000,000.00
Trustor/Grantor:	The Western Sugar Cooperative, a Colorado cooperative corporation
Trustee:	Public Trustee of Morgan County
Beneficiary:	CoBank, ACB
Dated Date:	May 6, 2015
Recording Date:	May 7, 2015
Recording No.:	<a href="#">Reception No. 893264</a>

- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: The Western Sugar Cooperative, a Colorado cooperative corporation, successor by merger to The Western Sugar Company, a Delaware corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- f. Recordation of Statement of Authority for The Western Sugar Cooperative, a Colorado cooperative corporation pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- g. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the

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**SCHEDULE B**  
**PART I – Requirements**  
 (Continued)

Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Map received is missing Parcel A.

- i. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): The Western Sugar Cooperative, a Colorado cooperative corporation, successor by merger to The Western Sugar Company, a Delaware corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- j. In consideration of the issuance of ALTA Endorsement 3.1-06, the Company must receive a letter from the appropriate governing authority providing the following information with respect to the Land:
- 1) Zoning designation
  - 2) Allowed uses
  - 3) Parking requirements
  - 4) Acknowledgment that the Land is in compliance with current zoning and/or referencing any known zoning violations. And, if there are any violations, addressing the variances which may have been granted in connection therewith.
- k. In consideration for the issuance of a 27-06 Usury Endorsement, provide the Company an executed copy of the promissory note for the deed of trust to be insured hereunder.
- l. Recordation of a properly executed and acknowledged Release of Oil and Gas Lease recorded October 14, 1998 in [Book 1039 at page 993](#)

**Note:** Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**END OF REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

Note: Upon receipt by the Company of a final notarized Lien Affidavit executed by the Borrower (s), evidencing no existing leases or tenancies, this exception will be deleted.

9. Reservations of right of way for ditches or canals constructed by the authority of the United States, in U.S. Patent recorded March 1, 1907 in [Book 44 at page 48](#). (N1/2 Sec. 31-4-57)

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

10. Reservation of right of the proprietor of any penetrating vein or lode to extract his ore in U.S. Patent recorded September 19, 1893 in [Book 32 at page 337](#). (S1/2 Sec. 31-4-57)
11. The Platte and Beaver Improvement Company and rights of way therefore, as evidenced by Sworn Statement filed October 4, 1882 in Map [Book 4 at page 9112](#). The Platte and Beaver Improvement Company's Main Ditch and rights of way therefore, as evidenced by Amended Map filed February 3, 1911 in Map [Book 2 at page 39](#)
13. The Platte and Beaver Drainage Ditch and rights of way therefore, as evidenced by Map and sworn statement filed December 14, 1909 in Map [Book 2 at page 9](#)
14. Right of way for road purposes as specified in that road petition recorded February 3, 1890 in [Book 15 at page 21](#), said road to be not less than 60 feet in width.
15. Right of way, whether in fee or easement only, to construct, maintain and operate a standard railroad track and trestle on which to handle coal for the City of Fort Morgan, which such operation shall be carried on only when the same does not in any way interfere with operation of trackage serving said grantor's Fort Morgan sugar factory, as granted to Chicago, Burlington and Quincy Railroad Company by The Great Western Sugar Company, by instrument recorded August 22, 1938 in [Book 367 at page 139](#), in which the specific location of the easement is not defined.
16. Right of way, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices used or useful in the operation of said line, as granted to the United States of America by The Great Western Sugar Company, by instrument recorded July 15, 1940 in [Book 384 at page 122](#), in which the specific location of the easement is more particularly described.
17. Natural Gas Producers, Inc. and rights of way therefore, as evidenced by Map filed May 23, 1955 in Map [Book 5 at page 5](#)
18. Right of way, whether in fee or easement only, to construct, operate and thereafter maintain at the sole cost and expense of the Licensee a meter station for use in connection with the furnishing of gas to the Sugar Company's Fort Morgan, Colorado, factory and the City of Fort Morgan, Colorado, through the Licensee's gas pipelines, as granted to Natural Gas Producers, Inc. by The Great Western Sugar Company, by instrument recorded October 11, 1955 in [Book 565 at page 18](#), in which the specific location of the easement is more particularly described. Subject to terms, agreements, provisions, conditions and obligations contained therein.
19. Right of way, whether in fee or easement only, to lay, construct, operate, maintain, replace and remove, at the sole cost and expense of the Gas Company, during the continuance of this agreement, an underground 4-inch inside diameter gas pipe line for the transportation of gas, as granted to Natural Gas Producers, Inc. by The Great Western Sugar Company, by instrument recorded October 11, 1955 in [Book 565 at page 21](#), in which the specific location of the easement is more particularly described. Subject to the terms, agreements, provisions, conditions and obligations contained therein.
20. Right of way, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross-arms, cables wires, guys, supports, fixtures and devices used or useful in the

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

operation and maintenance of said line, as granted to Bureau of Reclamation, Department of the Interior, United States Government by Department of Highways, State of Colorado, by instrument recorded June 18, 1958 in [Book 602 at page 204](#), in which the specific location of the easement is more particularly described.

21. Right of way, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross-arms, cables, wires, guys, supports, fixtures and devices used or useful in the operation and maintenance of said line, as granted to the Bureau of Reclamation, Department of the Interior, United States Government by the Department of Highways, State of Colorado, by instrument recorded June 18, 1958 in [Book 602 at page 205](#), in which the specific location of the easement is more particularly described.
22. Right to deny or restrict each and every right of access to and from the Land insured hereby, directly onto abutting street or highway designated as Colorado State Highway No. 2, along or across a line described as follows: I 003-1(7), PARCEL NO. 23 REV. 4. NORTHERLY LINE: Beginning at a point on the W. line of Sec. 31, Twp. 4 N., Rge. 57 W. of the 6th P.M. from which point the SW corner of Sec. 31 bears S1°44'W a distance of 1651.8 feet; thence along the arc of a curve to the right with a radius of 5879.6 feet, a distance of 1259.6 feet (the chord of this arc bears S81°25'E a distance of 1257.2 feet); thence: S75°17'E a distance of 449.8 feet; thence S88°54'E a distance of 880.3 feet to a point 20.0 feet West of the W. R.O.W. line of S.H. No. 52; I 003-1(7) PARCEL NO 23 REV. 4, SOUTHERLY LINE: Beginning at a point on the W line of Sec. 31, Twp. 4 N., Rge. 57 W. of the 6th P.M. from which point the SW corner of Sec. 31 bears S1°41'W a distance of 1351.8 feet; thence along the arc of a curve to the right, with a radius of 5579.6 feet, a distance of 1191.3 feet (the chord of this arc bears S81°24'E a distance of 1189.1 feet); thence S75°17'E a distance of 449.8 feet; thence S65°43'30"E a distance of 839.9 feet; thence S72°07'30"E a distance of 150.0 feet; thence S34°09'E a distance of 92.7 feet to the W. R.O.W. line of S.H. No. 52, by reason of grant or relinquishment of said access rights by Deed from The Great Western Sugar Company to the Department of Highways, State of Colorado, recorded September 25, 1958 in [Book 606 at page 47](#)
23. Right of way, whether in fee or easement only, for the purpose of construction and maintenance of a 48 inch reinforced concrete cross culvert at or about Station 196 plus 46, as granted to the Department of Highways, State of Colorado by The Great Western Sugar Company, by instrument recorded September 25, 1958 in [Book 606 at page 49](#), in which the specific location of the easement is more particularly described.
24. Right of way, whether in fee or easement only, to construct, operate and maintain an electric transmission line, with all poles, cross-arms, cables, wire, guys, supports, fixtures and devices used or useful in the operation of said line, as granted to The United States of America by The Great Western Sugar Company, by instrument recorded October 28, 1958 in [Book 607 at page 399](#), in which the specific location of the easement is more particularly described.
25. Right of way, whether in fee or easement only, to lay, construct, operate, maintain, replace and remove at the sole cost and expense of the gas company during the continuance of this agreement, an underground 6 inch inside diameter gas pipeline for the transportation of gas, as granted to Natural Gas Producers, Inc. by The Great Western Sugar Company, by instrument recorded May 7, 1959 in [Book 616 at page 555](#), in which the specific location of the easement is more particularly described. Subject to the terms, agreements, provisions, conditions and obligations contained therein.

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

26. Right of way, whether in fee or easement only, to construct, maintain, operate and remove, at the sole cost and expense of the Licensee, during the continuance of this agreement, a single pole electric power line, as granted to the City of Fort Morgan, Colorado by The Great Western Sugar Company, by instrument recorded April 18, 1962 in [Book 660 at page 237](#), in which the specific location of the easement is more particularly described. Subject to the terms, agreements, provisions, conditions and obligations contained therein.
27. Right of way, whether in fee or easement only, to construct, operate and thereafter maintain, at the sole cost and expense of the Licensee, a meter station for the use in connection with the furnishing of gas to the Sugar Company's Fort Morgan, Colorado, factory and the City of Fort Morgan, Colorado, through the Licensee's gas pipelines, as granted to Colorado Interstate Corporation by The Great Western Sugar Company, by instrument recorded August 6, 1971 in [Book 724 at page 439](#), in which the specific location of the easement is more particularly described. Subject to the terms, agreements, provisions, conditions and obligations contained therein.
28. Right of way, whether in fee or easement only, 30 feet in width for a 48 inch diameter reinforced concrete pipeline and headwall, together with the right to run water through said pipeline; and an easement 30 feet in width for a 30 inch diameter concrete sewer pipeline supported on two concrete piers, together with the right to run factory sewage through said pipeline in connection with the operation of the Sugar Company's Fort Morgan, Colorado factory, as granted to the Great Western Sugar Company by The Upper Platte and Beaver Canal Company, by instrument recorded January 26, 1973 in [Book 733 at page 988](#), in which the specific location of the easement is more particularly described.
29. Terms, agreements, provisions, conditions and obligations, and the effect of any failure to comply therewith, as contained in Industrial Track Agreement between Burlington Northern Inc. and The Great Western Sugar Company, recorded May 6, 1977 in [Book 771 at page 272](#)
30. Right of way, whether in fee or easement only, for electric power and transmission purposes, including the unimpeded right to enter the easement area and to locate, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove and patrol one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the easement area and to keep the same clear of brush, timber, inflammable or unauthorized structures or any other materials deemed by the United States to be fire hazards; rights granted herein shall include where necessary, trimming or cutting trees or branches over or on or extending within the easement area, as granted to The United States of America, Department of Energy, Western Area Power Administration, by The Great Western Sugar Company, by instrument recorded April 5, 1983 in [Book 840 at page 906](#), in which the specific location of the easement is more particularly described.
31. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, Judgment and Decree, The Great Western Sugar Company, Plaintiff, vs Jackson Lake Reservoir & Irrigation Company and Fort Morgan Reservoir & Irrigation Company, Defendants, recorded February 5, 1985 in [Book 864 at page 604](#)
32. Right of way for road purposes as shown on the Fort Morgan Master Street Plan, recorded September 1, 1981 in [Book 5 at page 93](#)

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

33. Right of way, whether in fee or easement only, for the purpose of constructing, maintaining, operating, repairing and replacing an underground communications cable together with the right CO permit other utility companies to use the right of way jointly with grantee, as granted to Mountain States Telephone and Telegraph Company dba US West by The Western Sugar Company, by instrument recorded June 18, 1990 in [Book 923 at page 275](#), in which the specific location of the easement is more particularly described.
34. Right of way, whether in fee or easement only, for the erection, construction, reconstruction, replacement, modification, uprating, upgrading, removal, maintenance and operation of an underground or overhead electric line consisting of structures, poles, towers, anchors, guys, wires, cables, footings, foundations, cross-arms and other equipment and fixtures, with right to alter, repair, maintain, upgrade and remove the same, as granted to The City of Fort Morgan by The Western Sugar Company, by instrument recorded March 29, 1993 in [Book 953 at page 84](#), in which the specific location of the easement is more particularly described.
35. Right of way, whether in fee or easement only, for purpose of constructing, using, replacing, repairing, and maintaining a sanitary sewer and appurtenant works in any part of said easement, including the right to clean and care for said sewer facilities together with the right of access to said easement, as granted to Town of Log Lane Village by The Western Sugar Company, by instrument recorded September 5, 1995 in [Book 985 at page 47](#), in which the specific location of the easement is more particularly described.
36. Oil and Gas Lease between The Western Sugar Company and Jack D. Gray, recorded October 14, 1998 in [Book 1039 at page 993](#), and any and all assignments thereof or interests therein.
37. Right of way, whether in fee or easement only, to construct, operate, maintain, repair, replace, renew and remove natural gas meter facilities, pipelines, odorization facilities, cathodic protection and all other necessary and related facilities for use in connection with CIG's natural gas pipelines, as granted to Colorado Interstate Gas Company by The Western Sugar Company, by instrument recorded October 4, 2001 in [Book 1099 at page 203](#), in which the location is shown on the map made a part of said instrument.
38. Terms, agreements, provisions, conditions and obligations, and the effect of any failure to comply therewith, as contained in Assignment of Agreements between The Great Western Sugar Company and The Western Sugar Company, recorded March 27, 1986 in [Book 878 at page 212](#)
39. Terms, agreement, provisions, conditions and obligations as contained in Recharge Agreement between Western Sugar Cooperative and the Fort Morgan Reservoir and Irrigation Company, a mutual ditch company, recorded March 19, 2003 in [Book 1138 at page 985](#)
40. Terms, agreements, provisions, conditions and obligations as contained in Notice between Upper Platte and Beaver Canal Company and Whom It May Concern, recorded March 12, 2004 in [Book 1173 at page 221](#)
41. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

- (a) Mountain Bell Telephone Company, recorded October 2, 1981 in [Book 821 at page 502](#)
- (b) Public Service Company of Colorado, recorded October 2, 1981 in [Book 821 at page 514](#)
- (c) Morgan County Rural Electric Association, recorded January 22, 1982 in [Book 825 at page 656](#)
- (d) City of Fort Morgan, Colorado, recorded November 22, 1989 in [Book 917 at page 513](#)
- (e) Colorado Interstate Gas Company, recorded August 19, 1981 in [Book 819 at page 623](#)
- (f) Colorado Interstate Gas Company, recorded September 1, 1983 in [Book 846 at page 797](#)
- (g) Colorado Interstate Gas Company, recorded August 31, 1984 in [Book 859 at page 600](#)

NOTE: Exceptions 9 through 41 affect Parcel A

- 42. Reservation of right of way for ditches or canals constructed by the authority of the State of Colorado, in Colorado State Patent recorded January 13, 1890 in [Book 32 at page 9](#)
- 43. Right of way for road purposes as specified in that road petition recorded April 23, 1888 in [Book 15 at page 243](#), said road to be not less than 60 feet in width.
- 44. Right of way, whether in fee or easement only, for ditch and lateral purposes, as granted to The Morgan County Construction Company by John T. Rose, by instrument recorded November 29, 1905 in [Book 57 at page 230](#), in which the specific location of the easement is not defined.
- 45. Platte and Beaver Improvement Company and rights of way therefore, as evidenced by Map and Statement filed October 4, 1882 in [Book 4 at page 91](#)
- 46. Right of way, whether in fee or easement only, for operate and maintain electrical transmission lines, as granted to The United States of America by The Great Western Sugar Company, by instrument recorded July 15, 1940 in [Book 384 at page 122](#), in which the specific location of the easement is more particularly described.
- 47. Right of way, whether in fee or easement only, for gas pipeline purposes, as granted to Natural Gas Producers, Inc. by The Great Western Sugar Company, by instrument recorded October 11, 1955 in [Book 565 at page 21](#), in which the specific location of the easement is more particularly described.
- 48. Terms, agreements, provisions, conditions and obligations as contained in Agreement between The Great Western Sugar Company and Natural Gas Producers, Inc., recorded September 11, 1956 in [Book 579 at page 299](#)
- 49. Right of way, whether in fee or easement only, for access, as granted to The Department of Highways, State of Colorado by The Great Western Sugar Company, by instrument recorded September 25, 1958 in [Book 606 at page 47](#), in which the specific location of the easement is more particularly described.

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

50. Right of way, whether in fee or easement only, for the purpose of construction and maintenance of a 48 inch reinforced concrete cross culvert, as granted to The Department of Highways by The Great Western Sugar Company, by instrument recorded September 25, 1958 in [Book 606 at page 49](#), in which the specific location of the easement is more particularly described.
51. Right of way, whether in fee or easement only, for a electrical transmission line, as granted to The United States of America by The Great Western Sugar Company, by instrument recorded October 28, 1958 in [Book 607 at page 399](#), in which the specific location of the easement is more particularly described.
52. Right of way, whether in fee or easement only, for gas line purposes, as granted to Natural Gas Producers, Inc. by The Great Western Sugar Company, by instrument recorded May 7, 1959 in [Book 616 at page 555](#), in which the specific location of the easement is more particularly described.
53. Right of way, whether in fee or easement only, for a 4 1/2 inch gas pipeline, as granted to The Loffland Company by The Great western Sugar Company, by instrument recorded June 22, 1961 in [Book 625 at page 461](#), in which the specific location of the easement is more particularly described.
54. Right of way, whether in fee or easement only, for a single pole electric power line, as granted to City of Fort Morgan by The Great Western Sugar Company, by instrument, recorded April 18, 1962 in [Book 660 at page 237](#), in which the specific location of the easement is more particularly described.
55. Right of way, whether in fee or easement only, for railroad purposes, as granted to Morgan County Construction Company by Board of County Commissioners, by instrument recorded February 8, 1973 in [Book 734 at page 196](#), in which the specific location of the easement is more particularly described.
56. Terms, agreements, provisions, conditions and obligations, and the effect of any failure to comply therewith, as contained in Industrial Track Agreement between The Great Western Sugar Company and Burlington Northern, Inc., recorded May 6, 1977 in [Book 771 at page 272](#)
57. Right of way for road purposes as shown on the Fort Morgan Master Street Plan, recorded September 1, 1981 in [Book 5 at page 93](#)
58. Right of way, whether in fee or easement only, for electric power and transmission purposes, including the unimpeded right to enter the easement area and to locate, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove and patrol one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the easement area and to keep the same clear of brush, timber, inflammable or unauthorized structures or any other materials deemed by the United States to be fire hazards; rights granted herein shall include where necessary, trimming or cutting trees or branches over or on or extending within the easement area, as granted to The United States of America, Department of Energy, Western Area Power Administration, by The Great-Western Sugar Company, by instrument recorded April 5, 1983 in [Book 840 at page 906](#), in which the specific location of the easement is more particularly described.

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

59. Right of way, whether in fee or easement only, for the erection, construction, reconstruction, replacement, modification, uprating, upgrading, removal, maintenance and operation of an underground or overhead electric line consisting of structures, poles, towers, anchors, guys, wires, cables, footings, foundations, cross-arms and other equipment and fixtures, with the right to alter, repair, maintain, upgrade and remove the same, as granted to The City of Fort Morgan by The Western Sugar Company, by instrument recorded March 29, 1993 in [Book 953 at page 84](#), in which the specific location of the easement is more particularly described.
60. Right of way, whether in fee or easement, only, for purpose of constructing, using, replacing, repairing, and maintaining a sanitary sewer and appurtenant works in any part of said easement, including the right to clean and care for said sewer facilities together with the right of access to said easement, as granted to Town of Log Lane Village by The Western Sugar Company, by instrument recorded September 5, 1995 in [Book 985 at page 47](#), in which the specific location of the easement is more particularly described.
61. Oil and Gas Lease between The Western Sugar Company and Jack D. Gray, recorded October 14, 1998 in [Book 1039 at page 993](#), and any and all assignments thereof or interests therein.
62. Terms, agreements, provisions, conditions and obligations, and the effect of any failure to comply therewith, as contained in Assignment of Agreements between The Great Western Sugar Company and The Western Sugar Company, recorded March 27, 1986 in [Book 878 at page 212](#)
63. Terms, agreement, provisions, conditions and obligations as contained in Recharge Agreement between Western Sugar Cooperative and the Fort Morgan Reservoir and Irrigation Company, a mutual ditch company, recorded March 19, 2003 in [Book 1138 at page 985](#)
64. Terms, agreements, provisions, conditions and obligations as contained in Notice between Upper Platte and Beaver Canal Company and Whom It May Concern, recorded March 12, 2004 in [Book 1173 at page 221](#)
65. NOTE: The following notices pursuant to CRS 9 1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
  - (a) Mountain Bell Telephone Company, recorded October 2, 1981 in [Book 821 at page 502](#)
  - (b) Public Service Company of Colorado, recorded October 2, 1981 in [Book 821 at page 514](#)
  - (c) Morgan County Rural Electric Association, recorded January 22, 1982 in [Book 825 at page 656](#)
  - (d) City of Fort Morgan, Colorado, recorded November 22, 1989 in [Book 917 at page 513](#)
  - (e) Colorado Interstate Gas Company, recorded August 19, 1981 in [Book 819 at page 623](#)
  - (f) Colorado Interstate Gas Company, recorded September 1, 1983 in [Book 846 at page 797](#)
  - (g) Colorado Interstate Gas Company, recorded August 31, 1984 in [Book 859 at page 600](#)

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

(h) Colorado Interstate Gas Company, recorded September 3, 1985 in [Book 871 at page 554](#)

(i) Pantera Energy Company, recorded November 9, 1981 in [Book 822 at page 878](#)

NOTE: Exceptions 42 through 65 affect Parcel B

66. Reservation of right of way for ditches or canals constructed by the authority of the United States, in U.S. Patent recorded May 2, 1918 in [Book 122 at page 295](#)

67. Right of way for road purposes as specified in that road petition recorded July 30, 1909 in [Book 73 at page 15](#), said road to be not less than 60 feet in width.

68. Right of way for road purposes as specified in that road petition recorded May 21, 1917 in [Book 73 at page 90](#), said road to be not less than 60 feet in width.

69. Terms, agreements, provisions, conditions and obligations, and the effect of any failure to comply therewith, as contained in Assignment of Agreements between The Great Western Sugar Company and The Western Sugar Company, recorded March 27, 1986 in [Book 878 at page 212](#)

70. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:

(a) Morgan County Rural Electric Association, recorded January 22, 1982 in [Book 825 at page 656](#)

(b) Wiggins Telephone Association, recorded October 9, 1992 in [Book 947 at page 824](#)

NOTE: Exceptions 66 through 70 affect Parcel C

71. Reservation of right of way for ditches or canals constructed by the authority of the United States, in U.S. Patent recorded July 25, 1949 in [Book 176 at page 365](#)

72. Right of way, whether in fee or easement only, for public highway purposes, as granted to Morgan County by Clare A. Stewart, by instrument recorded August 3, 1927 in [Book 250 at page 301](#), in which the specific location of the easement is more particularly described.

73. Undivided 1/2 interest, in all oil, gas and other mineral rights, as reserved by Clare A. Stewart in Deed to Susanna Kress, recorded October 9, 1945 in [Book 424 at page 12](#), and any and all assignments thereof or interests therein.

74. Terms, agreements, provisions, conditions and obligations, and the effect of any failure to comply therewith, as contained in Assignment of Agreements between The Great Western Sugar Company and The Western Sugar Company, recorded March 27, 1986 in [Book 878 at page 212](#)

75. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

- a) Public Service Company of Colorado, recorded October 2, 1981 in [Book 821 at page 514](#)
- (b) Public Service Company of Colorado, recorded March 23, 1983 in [Book 840 at page 431](#)
- (c) Morgan County Rural Electric Association, recorded January 22, 1982 in [Book 825 at page 656](#)
- (d) Wiggins Telephone Association, recorded October 9, 1992 in [Book 947 at page 824](#)
- (e) Colorado Interstate Gas Company, recorded July 26, 1984 in [Book 858 at page 228](#)

NOTE: Exceptions 71 through 75 affect Parcel D

76. Terms, conditions, provisions, agreements and obligations contained in the Permit as set forth below:

Recording Date: April 20, 2005  
Recording No.: [Reception No. 826551](#)

77. Terms, conditions, provisions, agreements and obligations contained in the Permit as set forth below:

Recording Date: April 20, 2005  
Recording No.: [Reception No. 826552](#)

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**END OF EXCEPTIONS**

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Inquire before you wire!

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>



## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer





**MORGAN COUNTY**  
**PLANNING, ZONING & BUILDING DEPT.**  
231 Ensign, P.O. Box 596  
Fort Morgan, Colorado 80701  
PHONE (970) 542-3526 FAX (970) 542-3509  
E-mail: pcherry@co.morgan.co.us

## **MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE**

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.

Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

### **RECEIPT AND STATEMENT OF UNDERSTANDING**

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

**To Be Signed by Landowner**

*Heather Lutter* 10/19/2020  
Signature Date

HEATHER LUTTER, VP  
Printed Name

7555 E. Hampden Ave #520,  
Address

Denver, CO 80231.

*Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.*



## **MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT**

October 29, 2020

Dear Neighboring Landowners:

Western Sugar Coop, LLC as landowner and Mike A. Skeans as applicant have submitted an application to our office for a Variance to the Zoning Regulations to construct a 25' high wind fence where a maximum fence height of 8' is allowed. The property is located in the SW $\frac{1}{4}$  of Section 31, Township 4 North, Range 57 West North of Interstate 76, and in the SE $\frac{1}{4}$  Section 36, Township 4 North, Range 58 West and the vacated road of the 6th P.M. Morgan County, CO 80701.

This application will be reviewed at the Morgan County Board of Adjustment meeting on Monday, November 23, 2020 at 5:30 pm. This hearing will be held in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado.

**THE COUNTY WILL BE ABIDING BY THE SOCIAL DISTANCING REQUIREMENTS IN PUBLIC HEALTH ORDER 20-28 FOR THIS MEETING. DUE TO LIMITED SPACE IN THE ASSEMBLY ROOM, REMOTE ATTENDANCE IS ENCOURAGED. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT PAM CHERRY AT 970-542-3526.**

**To participate in this Public Hearing you may connect via Zoom Conferencing Access Information at:**

<https://us02web.zoom.us/j/88696290304>

Or iPhone one-tap :

US: +16699009128,,88696290304# or +12532158782,,88696290304#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 886 9629 0304

If you have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526 prior to Friday November 13, 2020, or you may review the application in the Planning office located in the County Administration Building, 231 Ensign St., Fort Morgan, Colorado.

Sincerely,

*Pam Cherry*

Pam Cherry, CFM  
Planning Administrator

Enclosures









NOTES:  
1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.

DATE DWG. BLUEPRINTED \_\_\_\_\_

NOTICE

THIS DRAWING IS PROPERTY OF THE WESTERN SUGAR COOPERATIVE. IT IS TO BE USED ONLY FOR PURPOSES AUTHORIZED AND SHALL NOT BE PRINTED, LOANED, PHOTOGRAPHED, COPIED OR USED WITHOUT PERMISSION, AND SUBJECT TO IMMEDIATE RETURN ON DEMAND.

ITEM NO.	NO. REQ'D.	DESCRIPTION	SIZE	MTL. OR WEIGHT
THE WESTERN SUGAR COOPERATIVE				
"GROWER OWNED" DENVER				
PCC LOADING AREA				
WIND FENCE				
LOCATION				
Scale		Date 09/02/2020		
Dwg RMZ		Trc'd by		Chk'd
Where Used		FORT MORGAN, CO		
Revision	1	N/A	2	N/A
	3	N/A	4	N/A
DWG.				09-3030016 REV. 0



WESTERN SUGAR COOPERATIVE  
7555 E HAMPDEN AVE - STE 520  
DENVER, CO 80231

WILLIS, GARY L  
311 APACHE ST  
FORT MORGAN, CO 80701

DOUBLE J CONCRETE  
510 DAHLIA ST  
FORT MORGAN, CO 80701

NORTHERN COLORADO PROPERTY SOLUTIONS  
LLC  
5628 W 19TH ST - STE 3  
GREELEY, CO 80634

PINTAIL PROPERTIES LLC  
2841 JOLIET ST  
DENVER, CO 80238

RUSSELL, JIMMIE D & SHARON  
18306 CO RD 17.3  
FORT MORGAN, CO 80701

MORGAN HEIGHTS WATER & SEWER INC  
P O BOX 1183  
FORT MORGAN, CO 80701

RULE FEEDERS LLC  
P O BOX 217  
BRUSH, CO 807230217

GRAFF, TED J & JOANN M  
16042 CO RD 19  
FORT MORGAN, CO 80701

SCHOCKE, DARRELL & ALMA  
17401 N FRONTAGE RD  
FORT MORGAN, CO 80701

SCHOCKE, DOUGLAS L & WILLIAM DOUGLAS &  
MACY JAYNE

17424 N FRONTAGE RD

FORT MORGAN, CO 80701

CITY OF FORT MORGAN

P O BOX 100

FORT MORGAN, CO 80701

CONDOS, ROSALYNE I

226 CREST DR

LOG LANE VILLAGE, CO 80705

STATE OF COLORADO

BOARD OF LAND COMMISSIONERS

1313 SHERMAN ST - RM 620

DENVER, CO 80203

GRAFF, T J

17551 BIRCH ST

LOG LANE VILLAGE, CO 80705

GRAFF, JOHN D &

ANDERSON, MENDELLE L

17537 BIRCH ST

LOG LANE VILLAGE, CO 80705

HARRIS, LARRY & SHIRLEY

626 DAHLIA ST

FORT MORGAN, CO 80701



**PUBLIC NOTICE OF HEARING BEFORE THE  
BOARD OF ADJUSTMENT MORGAN COUNTY, COLORADO**

Notice is hereby given that on Monday, November 23, 2020 at 5:30 p.m., or as soon as possible thereafter, the Board of Adjustment will be conducting a virtual public hearing on two applications for variances:

1. Wagon Wheel Homes, LLC has applied for a variance to setback requirements in the Agriculture Production zone district. The property is addressed as 21589 County Road R. The request is to reduce the front setback from 30' to 12.00', and the side setback from 25' to 24.00', and the rear setback from 20' to 14.00'.
2. Western Sugar Cooperative has requested a variance to maximum fence height to construct a wind fence in the Heavy Industrial zone district. The property is located in the SW¼ of Section 31, Township 4 North, Range 57 West North of Interstate 76, and in the SE¼ Section 36, Township 4 North, Range 58 West and the vacated road of the 6th P.M. Morgan County, Colorado. The request is to increase the maximum fence height of 8' to 25' a variance of 17' for a wind fence.

THE COUNTY WILL BE ABIDING BY THE SOCIAL DISTANCING REQUIREMENTS IN PUBLIC HEALTH ORDER 20-28 FOR THIS MEETING. DUE TO LIMITED SPACE IN THE ASSEMBLY ROOM, REMOTE ATTENDANCE IS ENCOURAGED. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT PAM CHERRY AT 970-542-3526 OR REVIEW THE FULL AGENDA ON THE COUNTY'S WEBSITE:

<https://morgancounty.colorado.gov/board-adjustments-and-appeals>

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88696290304>  
Or iPhone one-tap : US: +16699009128,88696290304# or +12532158782,88696290304#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 345 248 7799  
or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799  
Webinar ID: 886 9629 0304

/s/  
Pam Cherry - Morgan County  
Planning & Floodplain Administrator

Date of Application: October 22, 2020

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office and may be examined during regular office hours.  
Published: Fort Morgan Times November 6, 2020-1750557

**Prairie Mountain Media, LLC**

**PUBLISHER'S AFFIDAVIT**

**County of Morgan  
State of Colorado**

The undersigned, Elizabeth Maes, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Fort Morgan Times* in Morgan County on the following date(s):

Nov 6, 2020

Signature

Subscribed and sworn to me before me this

9th day of November 2020.

Notary Public

(SEAL)

**SHAYLA NAJERA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174031965  
MY COMMISSION EXPIRES JULY 31, 2021**

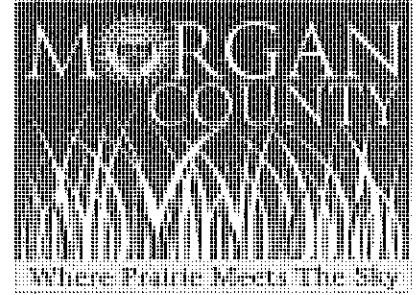
Account: 1052763  
Ad Number: 1750557  
Fee: \$49.68

# RECEIPT

## Morgan County

231 Ensign, Fort Morgan, CO 80701

( ) 542-3526



### ZV2020-0005 | Zoning Variance

Receipt Number: 542325

October 27, 2020

**Payment Amount: \$500.00**

Payment Method	Payer	Cashier	Reference Number
Check	Applicant	Ahna Raygoza	2520496

### Comments

Check dated 10-23-2020, Received by mail 10-27-2020

### Assessed Fee Items

*Fee items being paid by this payment*

Fee Item	Account Code	Assessed	Amount Paid	Balance Due
ance - BOA		\$500.00	\$500.00	\$0.00
<b>Totals:</b>		\$500.00	\$500.00	
<b>Previous Payments</b>				\$0.00
<b>Remaining Balance Due</b>				\$0.00

### Permit Info

Property Address	Property Owner	Property Owner Address	Valuation
18317 HWY 144, FORT MORGAN, CO 80701	WESTERN SUGAR COOPERATIVE	18317 HWY 144, FORT MORGAN, CO 80701	

### Description of Work

In regards to area North of I-76, South of ditch and west of the PCC pile, Western Sugar states that: "The State of Colorado has requested Western Sugar Cooperative to install wind fences on the north and south side of this loading area. the wind fences will reduce the wind in this area, reducing the amount of dust created by these loading operations"

Landowner is requesting this variance to go over the set maximum fence height. The required maximum fence height in the zone district is 8'-the applicant is requesting a variance to raise the height to 25' to allow the installation of these requested wind fences



# Morgan County Treasurer

## Statement of Taxes Due

Account Number R008632  
Assessed To

Parcel 103931000008  
WESTERN SUGAR COOPERATIVE  
7555 E HAMPDEN AVE - STE 520  
DENVER, CO 80231

**Legal Description**

**Situs Address**

S: 31 T; 4 R; 57 PARC SW1/4 N OF I-76 B878 P197 NONMETALLIC (WESTERN SUGAR PIT 2)

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2019	\$9,410.12	\$0.00	\$0.00	(\$9,410.12)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 11/12/2020</b>					<b>\$0.00</b>

Tax Billed at 2019 Rates for Tax Area 048 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$2,430.66	VACANT INDUSTRIAL	\$430,870	\$124,950
ROAD AND BRIDGE FUND	7.5000000	\$937.13			
SOCIAL SERVICES FUND	2.0000000	\$249.90	Total	\$430,870	\$124,950
FT MORGAN RURAL FIRE DST	2.9940000*	\$374.10			
FT MORGAN PEST CONTROL	0.2990000	\$37.36			
LOWER S PLATTE WATER CD	1.0000000	\$124.95			
MORGAN CO QUALITY WATER	0.8240000	\$102.96			
NORTHERN COLO WATER CD	1.0000000	\$124.95			
RE 3 FORT MORGAN GENERAL FU	27.0160000	\$3,375.65			
RE 3 FORT MORGAN MILL LEVY	1.9520000	\$243.90			
RE 3 FORT MORGAN BOND REDEM	11.2730000	\$1,408.56			
Taxes Billed 2019	75.3110000	\$9,410.12			
* Credit Levy					

\*\*\*\*\*TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK\*\*\*\*\*

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER  
231 Ensign St, PO Box 593, Fort Morgan, CO 80701  
Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us  
Website: morgancounty.colorado.gov

**BOA Hearing**

**November 23, 2020**

**Zoning Variance**

**Wagon Wheel**

**Homes, LLC**

**Landowner**





**MORGAN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY BOARD OF ADJUSTMENT  
FILE SUMMARY**

**November 13, 2020**

**November 23, 2020 – Hearing Date**

**OWNER: Wagon Wheel Homes, LLC**

**APPLICANT: Richard and Helen Migchelbrink**

Richard and Helen Migchelbrink, Wagon Wheel Homes, LLC have submitted this application for a variance to Section 3-650 Table 1 of Appendix B, Zone District Bulk Requirements of the Morgan County Zoning Regulations regarding setback requirements in the Agriculture Production zone district. The request is to reduce the front setback from 30' to 12.00', and the side setback from 25' to 24.00', and the rear setback from 20' to 14.00'. The property is addressed as 21589 County Road R. with a parcel number of 1229-030-00-012 located in SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 3, Township 3 North, Range 57 West of the 6<sup>th</sup> P.M. Morgan County Colorado.

The Wagon Wheel Homes parcel is 2.38 acres that has 16 mobile homes, one stick built home and one shed that is planned to be another residence. Reduction of the setback will allow the same number of mobile home units on the property. The applicant purchased the property as a legal, non-conforming use. The applicant plans to improve the property by renovating and/or replacing units on the property.

In order to improve the parcel, the applicant was required to apply for a special use to allow mobile homes on the property. The special use was granted by the Board of County Commissioners on October 13, 2020 subject to the granting of this variance and other conditions. Another condition of the special use approval is that no additional homes be repaired, replaced or sold until the update/upgrade of the waste water management system is completed. The variance will allow the same number of homes to be on the property once all conditions have been met.

Five adjacent landowners were identified and notified of this request. Section 5-200(B) of the Morgan County zoning regulations states that adjacent owners shall be notified of the request prior to the hearing.

In reviewing this application the Board of Adjustment is required to make a finding that the criteria for granting a variance in Section 5-220(B) of the Morgan County Zoning Regulations have been satisfied:

- (1) The strict application of the applicable regulation results in peculiar and exceptional practice difficulties or exception and undue hardship on the owner due to:

*Strict application of the regulations will result in peculiar or exceptional hardship. This property has been a mobile home park for approximately 50 years. In order to upgrade the property the variance is needed.*

- (2) Exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property; and

*The homes on the property currently do not meet setbacks, granting this variance will not increase the amount of variance required.*

- (3) The hardship is not self-imposed;

*The hardship is a result of the property having been used as a mobile home park for many years and had been anticipated to remain.*

- (4) The variance, if granted, will not adversely affect the use of adjacent property as permitted under these Regulations;

*If granted the variance will not adversely affect the use of adjacent property. Granting of the variance will allow the applicant to improve the park by replacing and renovating units, which will improve the area.*

- (5) That the variance, if granted, is in keeping with the intent of these Zoning Regulations and the Morgan County's Comprehensive Plan; and

Goals of the Morgan County Comprehensive Plan:

- a. Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

*If approved, this variance will support economic growth and provide affordable housing options for the work force in the area.*

- b. The county will encourage the preservation of agriculture production lands in balance with pressures for land use changes to higher intensity development.

- c. Improve Morgan County's image by dealing with community design issues in relation to land use.

*Morgan County is cooperating with the owners of Wagon Wheel who desire to improve the park, improving Morgan County's image.*

- (6) That the variance, if granted, does not adversely affect the health, safety, and welfare of the citizens of Morgan County.



*The variance to the setbacks, if granted, will improve the health safety and welfare of the citizens of Morgan County. Prior to any new home placement on the property, the septic system shall be upgraded or replaced in coordination and with oversight by the Colorado Department of Public Health and Environment.*

The South Side Lateral Company provided comments that are included in your packets. They object to the granting of the variance because of the need for sufficient space to maintain the canal.

Pam Cherry, MPA, CFM  
Morgan County Planning Administrator



**MORGAN COUNTY**  
**PLANNING, ZONING & BUILDING DEPT.**  
231 Ensign, P.O. Box 596  
Fort Morgan, Colorado 80701  
**PHONE (970) 542-3526**  
**FAX (970) 542-3509**  
**E-mail: pcherry@co.morgan.co.us**

Permit #: ZV \_\_\_\_\_

Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_ Received By \_\_\_\_\_  
☐ Admin Review \$150 Ck/CC# \_\_\_\_\_ Pd \_\_\_\_\_  
☐ Full Review \$500 Ck/CC# \_\_\_\_\_ Pd \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_ Ck: \_\_\_\_\_ Pd \_\_\_\_\_  
BOA Date \_\_\_\_\_

## VARIANCE TO ZONING REGULATIONS APPLICATION

### APPLICANT

Name WAGON WHEEL HOMES, LLC  
Address 1505 TEAKWOOD CT  
FORT COLLINS, CO 80525  
Phone ( 970 ) 218-1409  
Email SANDRUNPM@GMAIL.COM

### LANDOWNER

Name SAME  
Address \_\_\_\_\_  
Phone ( ) \_\_\_\_\_  
Email \_\_\_\_\_

### TECHNICAL INFORMATION

Address or general location of property 21589 CR R Zone District A6  
Size of property (Sq. Ft. or Acres) 2.38  
Complete Property Legal Description and Parcel #. If necessary, attach to application and label "Exhibit 2": \_\_\_\_\_  
Legal: Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ S \_\_\_\_\_ T \_\_\_\_\_ R \_\_\_\_\_  $\frac{1}{2}$   $\frac{1}{4}$   $\frac{1}{8}$   
Parcel #: \_\_\_\_\_  
Is property located within 1320' (1/4) of a livestock confinement facility? NO  
Is property located in 100 year floodplain? NO Are property taxes current? YES

### APPLICANT'S STATEMENT

It is acknowledged that any drainage associated with this property in the past, present or future is the responsibility of the landowner and not that of Morgan County. I/we certify that the information and exhibits I/we have submitted are true and correct to the best of my knowledge. Application must be signed by landowner.

Applicant Signature

Date 10/15/20

Landowner Signature

Date 10/15/20

Applicant Signature

Date \_\_\_\_\_

Landowner Signature

Date \_\_\_\_\_





## REQUEST FOR VARIANCE

- ☐ ADMINISTRATIVE  
☐ BOARD OF ADJUSTMENTS

### TYPE OF VARIANCE

- \_\_\_\_ Minimum Area of Lot (see list of additional attachments)  
\_\_\_\_ Minimum Width of Lot  
\_\_\_\_ Maximum Height of Fence, Sign or Structure  
☒ Minimum Front Yard 12' (AG ZONING 30)  
\_\_\_\_ Minimum Side Yard  
☒ Minimum Rear Yard 15' (AG ZONING 20)  
\_\_\_\_ Other: Variance from Section # \_\_\_\_\_ of Morgan County Zoning Regulations.

### LIST OF ATTACHMENTS

\*Application will not be processed until ALL required attachments have been received.

- ☒ Exhibit A: Proof of ownership: current, within last 6 months, title insurance commitment
- ☒ Exhibit B: Site plan prepared to appropriate scale showing the location of existing structures, fences, natural features, streets, rights-of-way, easements, greenbelt areas, boundary lines and lot lines. The site plan will graphically display the design standards, such as setbacks, which are the subject of application request. Minimum lot size variance requires a survey as per Sections 8-175 and 8-180 of the Morgan County Subdivision Regulations.
- ☒ Exhibit C: Write a statement that encompasses all of the following concepts:
- (1) Discuss fully, the special conditions and circumstances exist which are peculiar to the lot, structure, or building involved and which are not applicable to other lots, structures, or buildings in the same zoning district.
  - (2) Name and explain in detail the interpretation of the provisions of the Zoning Regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.
  - (3) Write a statement that explains the special conditions or circumstances do not result solely from the action of the applicant.
  - (4) Write an explanation that provides evidence that the variance requested is the minimum variance that will make possible the use of the lot, building, or structure.
- N/A Exhibit D: Approval of project from adjoining landowners (*administrative review only*).
- N/A Exhibit E: Approval of project from Property Owners Association and/or Home Owners Association.
- ☒ Exhibit F: If an irrigation ditch is on or next to property – **proof of contact** with Ditch Company.



## REQUEST FOR VARIANCE

- ☒ Exhibit G: Morgan County Right to Farm Policy
- ☒ Exhibit H: Non-refundable processing fee made payable to Morgan County Planning.  
☒ \$500.00 - Full Review – OR –  
\_\_\_\_\_ \$150.00 - Administrative Review
- \_\_\_\_\_ Exhibit I: Additional information as required by staff.
- \_\_\_\_\_
- \_\_\_\_\_

### ADDITIONAL ATTACHMENTS FOR MINIMUM LOT SIZE

- \_\_\_\_\_ Exhibit J: "Will Serve Letter" for waste disposal system.
- \_\_\_\_\_ Exhibit K: Contract for service for public water system; or copy of well permit.
- \_\_\_\_\_ Exhibit L: Legal access - copy of permit for driveway from state highway department or from Morgan County Road and Bridge Dept. (and other easements/right-of-ways as applicable) required for new and existing access.
- \_\_\_\_\_ Exhibit M: Soil map from Morgan County Soil Conservation Service.
- \_\_\_\_\_ Exhibit N: Revegetation plan.
- \_\_\_\_\_ Exhibit O: Notification to all mineral rights owners and/or lessees. Provide names and address, copy of letter sent 30 days prior to submission or a list owners/lessees showing 3 sources of attempts to locate.
- \_\_\_\_\_ Exhibit P: Recording fee for covenants made payable to Morgan County Clerk & Recorder  
\_\_\_\_\_ \$13.00 first page  
\_\_\_\_\_ \$5.00 each additional page      \_\_\_\_\_ pgs x \$5 = \$ \_\_\_\_\_

*Property taxes must be current at the time of processing.*



# NARRATIVE

1. Discuss fully, the special conditions and circumstances exist which are peculiar to the lot, structure, or building involved and which are not applicable to other lots, structures, or buildings in the same zoning district.
2. Name and explain in detail the interpretation of the provisions of the Zoning Regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.
3. Write a statement that explains the special conditions or circumstances do not result solely from the action of the applicant.
4. Write an explanation that provides evidence that the variance requested is the minimum variance that will make possible the use of the lot, building, or structure.

---

The Wagon Wheel Mobile Home Park (Park) was established on a 2.38-acre lot before the Morgan County Zoning Regulations (Regulations) were adopted in 1973. When the Regulations were adopted, the property was assigned "Agriculture" zoning. The following excerpt from Sec 3-165 of the Regulations provides a brief overview of the purpose of the "A" zone district. Note that this section explicitly recognizes that residences may occur in the "A" zone district.

*"The A zone is established to provide areas for the conduct of agriculture activities and activities related to agriculture and agricultural production without the interference of other incompatible uses. Morgan County recognizes that non-agriculture uses, such as residences, occur in the Agriculture Zone, but that these uses are subordinate to agricultural uses."*

The Agriculture zone district sets forth a minimum front yard setback of 30 feet and a rear yard setback of 20 feet. The 2.38 lot was created before the Regulations were adopted and does not conform with the setbacks, which applies to much larger properties suited for agricultural production. Because of the age of the use, certain homes in the Park have been located in "setback areas" since before the Regulations were adopted. The size of the lot does not allow for sufficient space to relocate the homes outside of the setbacks without disrupting internal circulation of the Park and interfering with access to other existing (and occupied) homes.

Strict application of these regulations poses a severe hardship to a use that has been in continuous operation for over 50 years. Other properties in the Agriculture zone district are much larger by nature and have sufficient space within which to comply with the required setbacks. Compliance with the setbacks on this property would reduce the usable area to a degree that would limit overall viability of the Park.

This hardship has not been the sole result of actions on the part of the Applicant. The Applicant did not create the lot, establish the Park, or place the homes in areas that would eventually become setbacks years later when the Regulations were adopted. These actions were all taken long before the Applicant took ownership of the property. The Applicant purchased the Park as a "legal non-conforming" use and wishes to improve the Park to County standards in any way practicable.

However, despite the Applicant's desire to improve the property, as discussed previously, the Park will never be able to comply with certain provisions set forth in the Regulations (i.e. front setback and rear



setback). To remedy the situation, the Applicant has pursued a Special Use Permit with the intent of meeting certain conditions designed to achieve "legal conforming" status for the Park. The Planning Commission recommended approval of the request, with certain conditions that the Applicant has agreed to comply with. The County Commissioners approved the request, adding the condition that the Applicant seek a variance for the setback nonconformity. The Applicant is requesting relief from the following regulations:

- 30-Foot Front Yard Setback - The Applicant requests to reduce the front setback from 30 feet to 12.00 feet. This will allow the existing stick built structures to remain in their current locations. These structures were built in the early 1900's as the main house and outbuilding for the overall property.
- 20-Foot Rear Yard Setback - The Applicant requests to reduce the rear setback from 20 feet to 14.00 feet.
- 25-Foot Side Yard Setback - The Applicant requests to reduce the side setback from 25 feet to 24.00 feet

The requested variances represent the minimum relief required to continue beneficial use of the property. The requested variances would allow the use to continue legally in its current state but would not allow the Applicant to expand the use. Lesser variances would actually require the use to decrease in size in order to continue operation, when the Regulations clearly state that legal non-conforming uses are entitled to continue, as long as no expansion occurs (Sec. 2-170, 2-175). As a result, if this variance request were denied, the Applicant would have no choice but to continue operating the Park in its current state, without additional investment or improvements, or sell the property.

Granting this variance request would benefit the Applicant and the residents of the Park and it would clearly be in the best interest of the public at-large. The Applicant has received a Special Use Permit contingent upon this variance request. If the variance and SUP are granted, the Applicant may legally make improvements to the Park. If allowed to do so, the Applicant intends to invest upwards of \$1 million in improvements to the Park, which would result in a higher standard of living for Park inhabitants, a more attractive property for the neighbors, and higher property values and subsequent revenues for the County.

**Exhibit F Proof of Contact with Ditch Company**



## **SOUTHSIDE LATERAL COMPANY**

---

Telephone (970) 867-7561

218 East Kiowa Avenue  
Post Office Box 38  
Fort Morgan, CO 80701

November 12, 2020

Morgan County Board of Adjustment  
Post Office Box 596  
Fort Morgan, CO 80701

**RE: Wagon Wheel Homes LLC variance request, 21589 County Road R**

Wagon Wheel Homes LLC has applied for a variance to the set-back requirements of Morgan County.

The Southside Lateral Company owns and operates a lateral ditch (Schwindt Lateral) in Section 3-T3N-R57W. The ditch runs alongside the west, north, and east edges of the property owned by Wagon Wheel Homes LLC.

Southside Lateral Company is very concerned about a reduction in the set-backs.

The Company's right-of-way to operate and maintain the ditch is 50', (25' from the center of the ditch on each side), or whatever is necessary for repair and/or maintenance of the ditch.

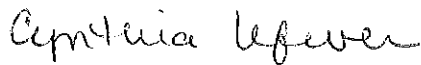
The existing mobile homes are already so close to the ditch that proper maintenance is very difficult. Allowing a variance to the set-backs will infringe on the Company's right-of-way and reduce the ability of the Company to properly operate and maintain the ditch.

Maintenance is done in and next to the ditch as needed. This includes, but is not limited to, weed burning and/or spraying, tree and shrub spraying and/or removal and placement on the ditch right-of-way, and cleaning dirt from the ditch and placing it on the right-of-way.

The Company is also very concerned about water being a hazard to unattended children in the area. For this reason, the Company does not allow swimming, floating, etc. in the ditch due to the increased liability that these activities cause the Company.

Thank you for taking our concerns under consideration.

Sincerely,  
SOUTHSIDE LATERAL COMPANY

  
Cynthia Lefever



Pam Cherry &lt;pcherry@co.morgan.co.us&gt;

---

**wd: Please see attached**

1 message

---

**Helen Migchelbrink** <hmigchelbrink@townofmead.org>  
To: Pam Cherry <pcherry@co.morgan.co.us>

Thu, Nov 12, 2020 at 3:46 PM

Thanks Pam. I don't understand their objection as the homes have been there for 50 years. The variance will not push the homes any closer to the ditch.

On Nov 12, 2020, at 3:38 PM, Helen Migchelbrink <sandrunpm@gmail.com> wrote:

Begin forwarded message:

**From:** Pam Cherry <pcherry@co.morgan.co.us>  
**Date:** November 12, 2020 at 3:33:03 PM MST  
**To:** Helen Migchelbrink <sandrunpm@gmail.com>, Richard Migchelbrink <rikkie2009@gmail.com>  
**Subject:** Please see attached

FYI, I just received this today.

Pam Cherry, MPA, CFM  
Morgan County Planning Administrator  
Floodplain Administrator  
231 Ensign Street; Box 596  
Fort Morgan, CO 80701  
970-542-3526  
pcherry@co.morgan.co.us

<Wagon Wheel variance objection.pdf>

## **SOUTHSIDE LATERAL COMPANY**

---

218 East Kiowa Avenue  
Post Office Box 38  
Fort Morgan, CO 80701

Telephone (970) 867-7561

October 14, 2020

Richard Michelbrink  
Wagon Wheel Homes LLC  
1505 Teakwood Court  
Fort Collins CO 90525

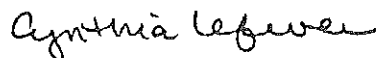
RP: Wagon Wheel mobile home park

Dear Richard,

This is to confirm you and I discussed operations of the Southside lateral ditch. The Southside lateral ditch runs on the north edge of the Wagon Wheel mobile home park.

Please let me know if you need anything further from me. Thank you.

Sincerely,



Cynthia Lefever

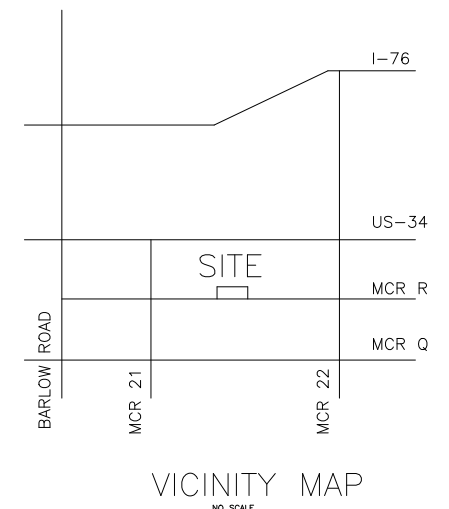


# **SITE MAPS**

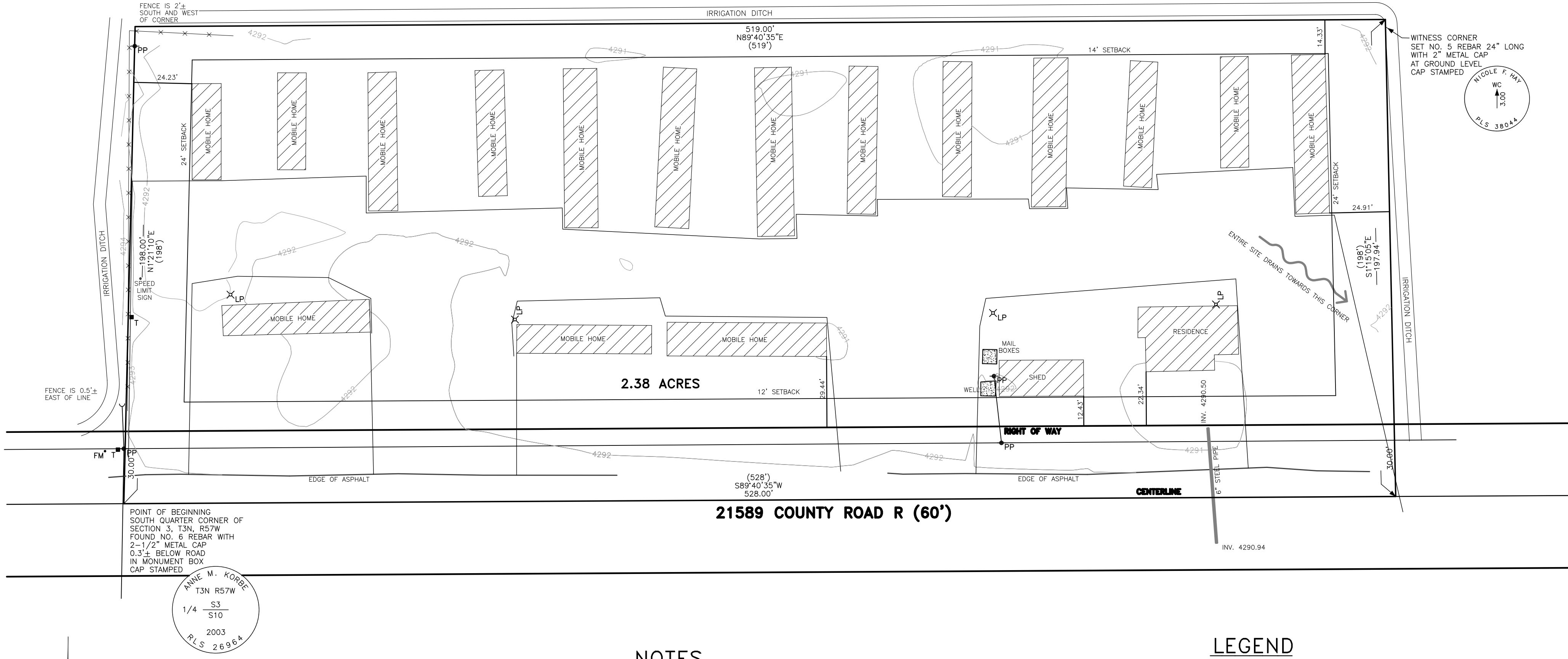
# WAGON WHEEL MOBILE PARK

## SITE PLAN — VARIANCE REQUEST, MORGAN COUNTY, COLORADO

A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH P.M.



SURROUNDING USE IS CORN FIELDS



### NOTES

- ELEVATIONS SHOWN ARE NAVD 88
- CONTOUR INTERVAL = 1 FOOT
- ELEVATIONS ARE BASED ON A OPUS SOLUTION.
- EXISTING ZONING IS AGRICULTURAL.
- ALL ADJACENT AREA ARE CURRENTLY IN CORN.
- EXISTING PUBLIC ACCESS IS SHOWN.
- ALL 16 EXISTING MOBILE HOMES PADS WILL REMAIN. NEW HOUSES WILL BE 1120 SF +/-
- SINGLE FAMILY HOME WILL REMAIN.
- NO UNIQUE NATURAL FEATURES.
- NO HAZARDOUS MATERIALS ARE STORED ON SITE.

### LEGEND

- ALIQUOT CORNER AS DESCRIBED
- SET NO. 5 REBAR 24" LONG AT GROUND LEVEL WITH PURPLE PLASTIC CAP STAMPED "PLS 38044"
- EXISTING FENCE LINE
- OVERHEAD ELECTRIC LINE
- POWER POLE
- LIGHT POLE
- DOWN GUY
- FIBER OPTIC MARKER
- TELEPHONE PEDESTAL
- CONCRETE

**PLANNING COMMISSION CERTIFICATE**  
THE MORGAN COUNTY PLANNING COMMISSION HAS HEREBY REVIEWED THIS SITE PLAN APPLICATION NO. SU 2020-009 THIS 21ST DAY OF SEPTEMBER, 2020.

ATTEST: SECRETARY CHAIRMAN

**BOARD OF COUNTY COMMISSIONERS CERTIFICATE**  
SITE PLAN CASE NO. SU 2020-009

APPROVED THIS 13 TH DAY OF OCTOBER, 2020, BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO

ATTEST: SECRETARY CHAIRMAN

**CLERK AND RECORDERS CERTIFICATE**

STATE OF COLORADO }  
COUNTY OF MORGAN } ss.

I HERBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK: \_\_\_\_\_ M, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AND IS DULY RECORDED IN \_\_\_\_\_

RECORDING FEES OF \_\_\_\_\_ ARE PAID.

CLERK AND RECORDER  
DEPUTY

PREPARED BY  
WAGON WHEEL HOMES, LLC  
HELEN MICHELBRINK, PE  
1505 TEAKWOOD COURT  
FORT COLLINS, CO 80525  
970-218-1409

JUNE 26, 2020  
REVISION 1 — OCTOBER 28, 2020

# **TECHNICAL**

- Proof of Ownership**
- Landowner Letter**
- Notifications**
- Receipt of permit fee**
- Taxes**



## Exhibit A Title Commitment



## COMMITMENT FOR TITLE INSURANCE

North American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**NORTH AMERICAN TITLE INSURANCE COMPANY**

BY

Emilio Fernandez,  
PRESIDENT

ATTEST

Jeffrey P. Brown,  
SECRETARY



Issued by

**TitleOne of Colorado, Inc.**

710 Kipling Street, Suite 406

Lakewood, CO 80215

Phone: 303-991-5959

Fax: 303-232-3216



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# Commitment for Title Insurance

## CONDITIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Issued by:



1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

Or call us at:

Western States: 800-869-3434    Eastern States: 800-374-8475  
[www.natic.com](http://www.natic.com)



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**North American Title Insurance Company**

**SCHEDULE A**

1. Effective Date: **June 30, 2020, 8:00, am**  
Commitment Issue Date: **July 07, 2020**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: **(THIS TITLE COMMITMENT IS ISSUED FOR INFORMATIONAL, PLATTING AND ZONING PURPOSES ONLY, THEREFOR NO POLICY WILL BE ISSUED HEREUNDER)**  
Proposed Policy Amount:
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
  
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
  
**WAGON WHEEL HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY**
5. The land referred to in this Commitment is described as follows:  
  
**SEE ATTACHED EXHIBIT "A"**

**TitleOne of Colorado, Inc.**



By \_\_\_\_\_

Authorized Agent

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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*Purported Address:*

**21589 CO RD R**  
**FORT MORGAN, CO 80701**  
**APN:R008516**

**STATEMENT OF CHARGES.**

*These charges are due and payable before a  
Policy can be issued.*

<i>Informational Purposes Only</i>	<i>\$</i>	<i>600.00</i>
<b>TOTAL</b>	<b>\$</b>	<b><u>600.00</u></b>

**EXHIBIT "A"**

**A PARCEL OF LAND IN THE SW1/4 SE1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH P.M., MORGAN COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE S1/4 CORNER OF SECTION 3; THENCE NORTH ALONG THE WEST LINE OF THE SE1/4 OF SECTION 3, 198 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF THE SE1/4 OF SECTION 3, 519.00 FEET; THENCE SOUTHERLY 198 FEET TO A POINT ON THE SOUTH LINE OF THE SE1/4 OF SECTION 3; THENCE WESTERLY ALONG THE SOUTH LINE THE SE1/4 OF SECTION 3, TO THE POINT OF BEGINNING,**

**COUNTY OF MORGAN,  
STATE OF COLORADO**



## COMMITMENT FOR TITLE INSURANCE

Issued by

*North American Title Insurance Company*

### SCHEDULE B Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**(THIS TITLE COMMITMENT IS ISSUED FOR INFORMATIONAL, PLATTING AND ZONING PURPOSES ONLY, THEREFORE NO REQUIREMENTS ARE MADE, AND NO POLICY WILL BE ISSUED HEREUNDER).**

**The Company has searched the records of the office of the Clerk and Recorder of Morgan County, State of Colorado through the effective date hereof, and according to the Public Records, there have been no deeds other than the deed(s) which vests fee simple ownership to the owner(s) stated in Schedule A4 of the Commitment, conveying the land within a period of two (2) years prior to the effective Date, except as follows:**

- 1) **WARRANTY DEED RECORDED NOVEMBER 1, 2018 AT RECEPTION NO. [915113](#).**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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## **SCHEDULE B, PART II**

### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for the current year, including all taxes now or heretofore assessed, due or payable.
7. ANY EXISTING LEASES AND/OR TENANCIES.
8. THIS TITLE INSURANCE COMMITMENT, AND ANY FINAL POLICY ISSUED HEREUNDER, SHALL NOT AND DOES NOT INSURE TITLE TO THOSE FIXTURES, STRUCTURES, MOBILE HOMES AND LIKE APPURTENANCES, WHICH ARE NOT ASSESSED IN THE MORGAN COUNTY ASSESSOR'S OFFICE AS REAL PROPERTY, AND NO TITLE EXAMINATION HAS BEEN MADE THEREFORE.
9. ANY EXISTING OR GRANTED ROADS, HIGHWAYS, RESTRICTIONS, RESERVATIONS, MINERALS, OIL, GAS AND MINERAL RIGHTS, DITCHES, CANALS, RESERVOIRS OR RESERVOIR FILINGS, EASEMENTS OR RIGHTS-OF-WAY THEREFOR. (MAY BE AMENDED UPON RECEIPT OF AN ACCURATE SURVEY OF THE PREMISES).
10. RESTRICTIONS PERTAINING TO THE USE OF A WELL, WHICH IS SUBJECT TO PERMIT NO. 333-WCB, IMPOSED BY A CEASE AND DESIST ORDER BY THE COLORADO DIVISION OF WATER RESOURCES, DESCRIBED IN DEED RECORDED AUGUST 25, 2014



IN RECEPTION NO. [889139](#).

11. THE EFFECT OF TOPOGRAPHIC SURVEY, RECORDED OCTOBER 29, 2019 IN RECEPTION NO. [1601952](#).

Rev. 03/2014

## FACTS

### WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- transaction history and payment history
- purchase history and account balances

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences		

## DISCLOSURE STATEMENT

1. Pursuant to C.R.S. 30-10-406(3)(a), all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.
2. If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (nonresident withholding).
3. Colorado Division of Insurance Regulation 3-5-1 requires that "every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that North American Title Company, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, Exception No.5 will not appear on the Owner's Policy and the Lender's Policy when issued.
4. Pursuant to C.R.S. 10-11-122, notice is hereby given that: a) the subject real property may be located in a special taxing district; b) a certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent; c) information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor.
5. Pursuant to C.R.S. 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
  - B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.
6. Pursuant to Colorado Division of Insurance Regulation 3-5-1, affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:
- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
  - B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
  - C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and material-men's liens.



- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed indemnity agreements satisfactory to the Company, and any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

7. Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said declaration shall be completed and signed by either the grantor or the grantee.

9. Pursuant to C.R.S. 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**10. NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.**



*Your Partner for Success*

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Title One of Colorado, Inc. we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. Title One of Colorado, Inc. has also adopted broader guidelines that govern our use of personal information regardless of its source.

### **Types of information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for the current year, including all taxes now or heretofore assessed, due or payable.
7. ANY EXISTING LEASES AND/OR TENANCIES.
8. THIS TITLE INSURANCE COMMITMENT, AND ANY FINAL POLICY ISSUED HEREUNDER, SHALL NOT AND DOES NOT INSURE TITLE TO THOSE FIXTURES, STRUCTURES, MOBILE HOMES AND LIKE APPURTENANCES, WHICH ARE NOT ASSESSED IN THE MORGAN COUNTY ASSESSOR'S OFFICE AS REAL PROPERTY, AND NO TITLE EXAMINATION HAS BEEN MADE THEREFORE.
9. ANY EXISTING OR GRANTED ROADS, HIGHWAYS, RESTRICTIONS, RESERVATIONS, MINERALS, OIL, GAS AND MINERAL RIGHTS, DITCHES, CANALS, RESERVOIRS OR RESERVOIR FILINGS, EASEMENTS OR RIGHTS-OF-WAY THEREFOR. (MAY BE AMENDED UPON RECEIPT OF AN ACCURATE SURVEY OF THE PREMISES).
10. RESTRICTIONS PERTAINING TO THE USE OF A WELL, WHICH IS SUBJECT TO PERMIT NO. 333-WCB, IMPOSED BY A CEASE AND DESIST ORDER BY THE COLORADO DIVISION OF WATER RESOURCES, DESCRIBED IN DEED RECORDED AUGUST 25, 2014

IN RECEPTION NO. 889139.

11. THE EFFECT OF TOPOGRAPHIC SURVEY, RECORDED OCTOBER 29, 2019 IN  
RECEPTION NO. 1601952.

Rev. 03/2014

## FACTS

### WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and income</li><li>• transaction history and payment history</li><li>• purchase history and account balances</li></ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences		



## DISCLOSURE STATEMENT

1. Pursuant to C.R.S. 30-10-406(3)(a), all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

2. If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (nonresident withholding).

3. Colorado Division of Insurance Regulation 3-5-1 requires that "every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that North American Title Company, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, Exception No.5 will not appear on the Owner's Policy and the Lender's Policy when issued.

4. Pursuant to C.R.S. 10-11-122, notice is hereby given that: a) the subject real property may be located in a special taxing district; b) a certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent; c) information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor.

5. Pursuant to C.R.S. 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

6. Pursuant to Colorado Division of Insurance Regulation 3-5-1, affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and material-men's liens.

- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed indemnity agreements satisfactory to the Company, and any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

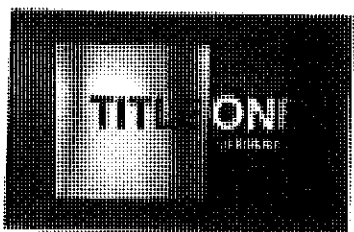
No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

7. Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said declaration shall be completed and signed by either the grantor or the grantee.

9. Pursuant to C.R.S. 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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*Your Partner for Success*

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In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Title One of Colorado, Inc. we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

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### **Types of information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.





**MORGAN COUNTY**  
**PLANNING, ZONING & BUILDING DEPT.**  
231 Ensign, P.O. Box 596  
Fort Morgan, Colorado 80701  
PHONE (970) 542-3526 FAX (970) 542-3509  
E-mail: pcherry@co.morgan.co.us

## **MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE**

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.

Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

### **RECEIPT AND STATEMENT OF UNDERSTANDING**

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

**To Be Signed by Landowner**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Helen Michelbrink  
Printed Name \_\_\_\_\_  
1505 TEAKWOOD CT  
Address \_\_\_\_\_  
Fort Collins CO 80525



## **MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT**

October 23, 2020

Dear Neighboring Landowners:

Wagon Wheel Homes, LLC as applicant and landowner have submitted an application to our office for a Variance to Zoning Regulation for Wagon Wheel Mobile Home Park, Morgan County, Colorado, addressed as 21589 County Road R, Fort Morgan, CO 80701.

The landowner is requesting this variance to reduce the the setbacks on the property which is zoned Agriculture Production. The required front setbacks in the zone district are:

30' front - the applicant is requesting a reduction to 12 feet,  
25' side – the applicant is requesting a reduction to 24 feet,  
20' rear – the applicant is requesting a reduction to 14 feet

The variance is requested to allow Wagon Wheel the setback reduction for the property and any new structures that may be moved to the site.

This application will be reviewed at the Morgan County Board of Adjustment meeting on Monday, November 23, 2020 at 5:30 pm. This hearing will be held in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level, elevator entrance) Fort Morgan, Colorado.

**THE COUNTY WILL BE ABIDING BY THE SOCIAL DISTANCING REQUIREMENTS IN PUBLIC HEALTH ORDER 20-28 FOR THIS MEETING. DUE TO LIMITED SPACE IN THE ASSEMBLY ROOM, REMOTE ATTENDANCE IS ENCOURAGED. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT PAM CHERRY AT 970-542-3526.**

**To participate in this Public Hearing you may connect via Zoom Conferencing Access Information at:**

<https://us02web.zoom.us/j/88696290304>

Or iPhone one-tap :

US: +16699009128,,88696290304# or +12532158782,,88696290304#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 886 9629 0304

If you have any questions or concerns regarding this application, please contact the Morgan County Planning Department at (970) 542-3526 prior to Friday November 13, 2020, or you may review the application in the Planning office located in the County Administration Building, 231 Ensign St., Fort Morgan, Colorado.

Sincerely,

Pam Cherry, CFM  
Planning Administrator

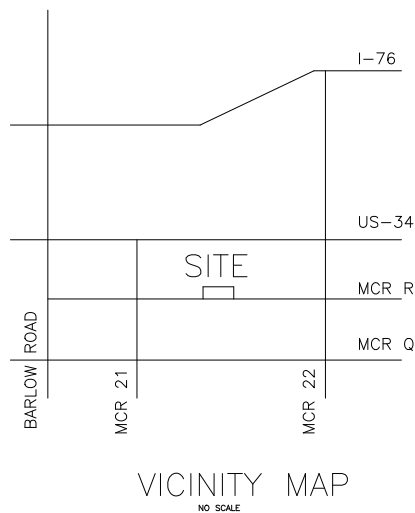
Enclosure



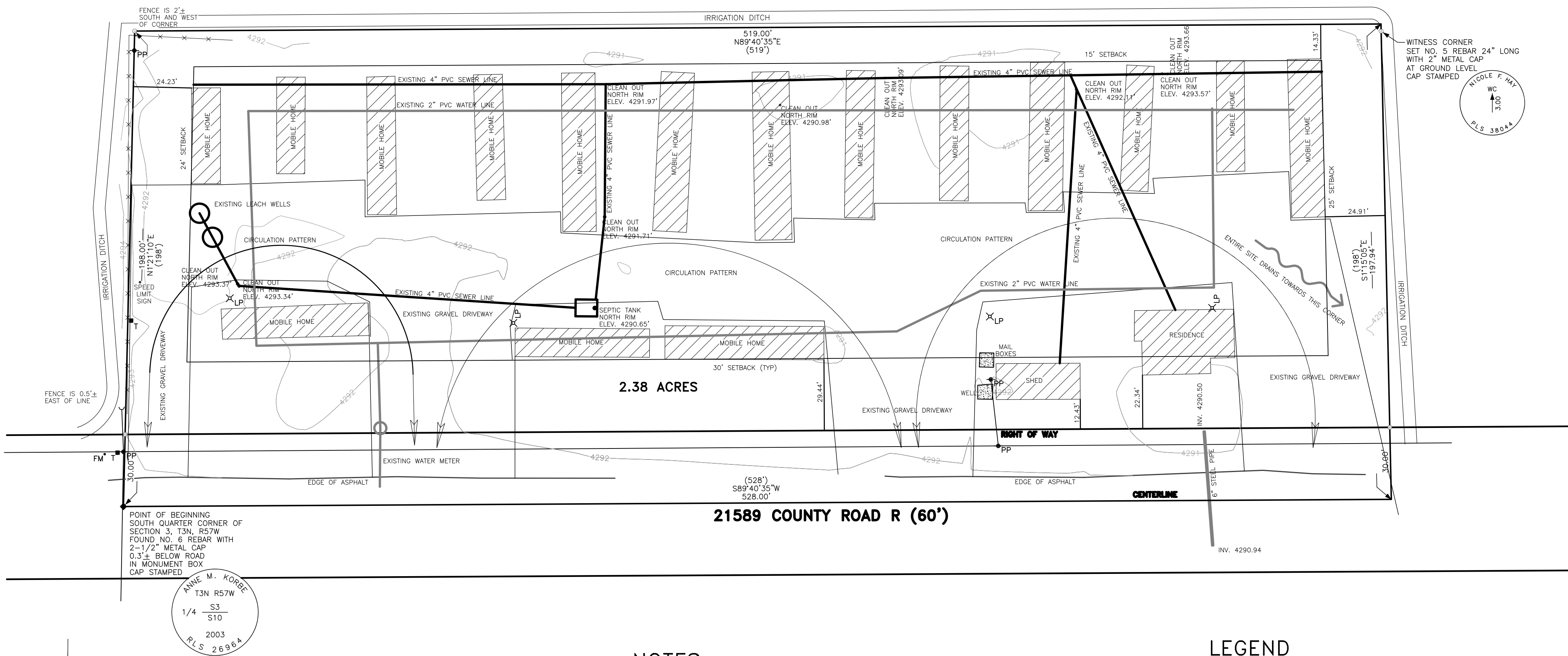
# WAGON WHEEL MOBILE PARK

## SITE PLAN — SPECIAL REVIEW, MORGAN COUNTY, COLORADO

A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 57 WEST OF THE 6TH P.M.



SURROUNDING USE IS CORN FIELDS



### NOTES

ELEVATIONS SHOWN ARE NAVD 88  
CONTOUR INTERVAL = 1 FOOT  
ELEVATIONS ARE BASED ON A OPUS SOLUTION.  
EXISTING ZONING IS AGRICULTURAL.  
ALL ADJACENT AREA ARE CURRENTLY IN CORN.  
EXISTING PUBLIC ACCESS IS SHOWN.  
ALL 16 EXISTING MOBILE HOMES PADS WILL REMAIN. NEW HOUSES WILL BE 1120 SF +/-  
SINGLE FAMILY HOME WILL REMAIN.  
NO UNIQUE NATURAL FEATURES.  
NO HAZARDOUS MATERIALS ARE STORED ON SITE.

### LEGEND

- ◆ ALIQUOT CORNER AS DESCRIBED
- SET NO. 5 REBAR 24" LONG AT GROUND LEVEL WITH PURPLE PLASTIC CAP STAMPED "PLS 38044"
- x — x — x — EXISTING FENCE LINE
- OVERHEAD ELECTRIC LINE
- PP POWER POLE
- ×LP LIGHT POLE
- ~ DOWN GUY
- FM FIBER OPTIC MARKER
- T TELEPHONE PEDESTAL
- CONCRETE

PLANNING COMMISSION CERTIFICATE  
THE MORGAN COUNTY PLANNING COMMISSION HAS HEREBY REVIEWED THIS SITE PLAN APPLICATION NO. SU 2020-009 THIS 21ST DAY OF SEPTEMBER, 2020.

ATTEST: SECRETARY CHAIRMAN

BOARD OF COUNTY COMMISSIONERS CERTIFICATE  
SITE PLAN CASE NO. SU 2020-009  
APPROVED THIS 13 TH DAY OF OCTOBER, 2020, BOARD OF COUNTY COMMISSIONERS, MORGAN COUNTY, COLORADO

ATTEST: SECRETARY CHAIRMAN

CLERK AND RECORDERS CERTIFICATE  
STATE OF COLORADO } ss.  
COUNTY OF MORGAN }  
I HERBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AND IS DULY RECORDED IN \_\_\_\_\_

RECORDING FEES OF \_\_\_\_\_ ARE PAID.

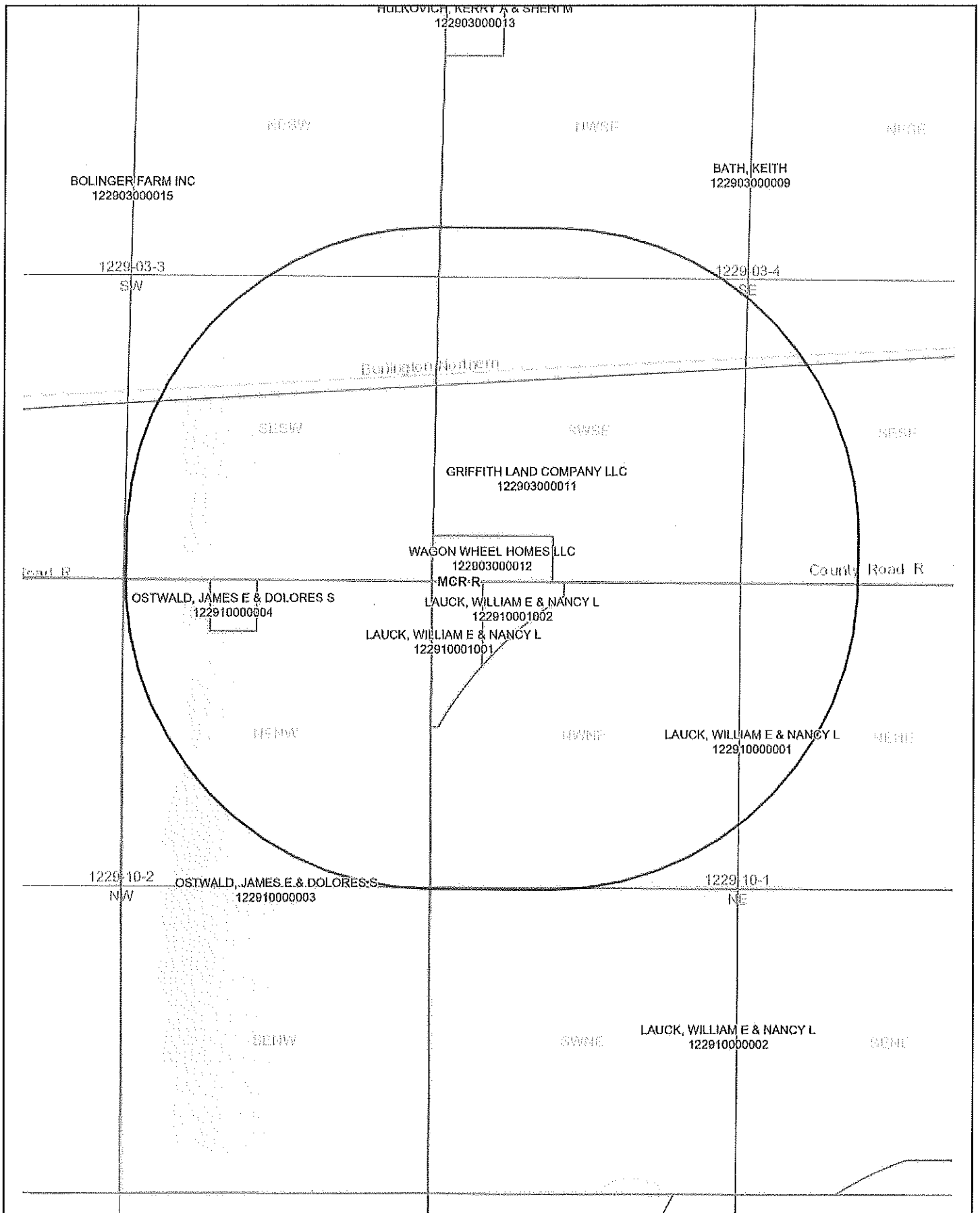
CLERK AND RECORDER

DEPUTY

PREPARED BY  
WAGON WHEEL HOMES, LLC  
HELEN MICHELBRINK, PE  
1505 TEAKWOOD COURT  
FORT COLLINS, CO 80525  
970-218-1409

JUNE 26, 2020

# Wagon Wheel Variance Request



WAGON WHEEL HOMES LLC  
1505 TEAKWOOD CT  
FORT COLLINS, CO 80525

LAUCK, WILLIAM E & NANCY L  
21801 HWY 34  
FORT MORGAN, CO 80701

GRIFFITH LAND COMPANY LLC  
16120 CO RD 24  
FORT MORGAN, CO 80701

BOLINGER FARM INC  
16184 CO RD 25  
FORT MORGAN, CO 80701

OSTWALD, JAMES E & DOLORES S  
21338 CO RD R  
FORT MORGAN, CO 80701-0906

BATH, KEITH  
16134 CO RD 23  
FORT MORGAN, CO 80701



**PUBLIC NOTICE OF HEARING BEFORE THE  
BOARD OF ADJUSTMENT MORGAN COUNTY, COLORADO**

Notice is hereby given that on Monday, November 23, 2020 at 5:30 p.m., or as soon as possible thereafter, the Board of Adjustment will be conducting a virtual public hearing on two applications for variances:

1. Wagon Wheel Homes, LLC has applied for a variance to set-back requirements in the Agriculture Production zone district. The property is addressed as 21589 County Road R. The request is to reduce the front setback from 30' to 12.00', and the side setback from 25' to 24.00', and the rear setback from 20' to 14.00'.
2. Western Sugar Cooperative has requested a variance to maximum fence height to construct a wind fence in the Heavy Industrial zone district. The property is located in the SW¼ of Section 31, Township 4 North, Range 57 West North of Interstate 76, and in the SE¼ Section 35, Township 4 North, Range 58 West and the vacated road of the 6th P.M. Morgan County, Colorado. The request is to increase the maximum fence height of 8' to 25' a variance of 17' for a wind fence.

THE COUNTY WILL BE ABIDING BY THE SOCIAL DISTANCING REQUIREMENTS IN PUBLIC HEALTH ORDER 20-28 FOR THIS MEETING. DUE TO LIMITED SPACE IN THE ASSEMBLY ROOM, REMOTE ATTENDANCE IS ENCOURAGED. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT PAM CHERRY AT 970-542-3526 OR REVIEW THE FULL AGENDA ON THE COUNTY'S WEBSITE:

<https://morgancounty.colorado.gov/board-adjustments-and-appeals>

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88696290304>  
Or iPhone one-tap : US: +16699009128,88696290304# or +12532158782,88696290304#

Or Telephone:  
Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799  
or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799  
Webinar ID: 886 9629 0304

/s/  
Pam Cherry - Morgan County  
Planning & Floodplain Administrator

Date of Application: October 22, 2020

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office and may be examined during regular office hours.  
Published: Fort Morgan Times November 6, 2020-1750557

**Prairie Mountain Media, LLC**

**PUBLISHER'S AFFIDAVIT**

**County of Morgan  
State of Colorado**

The undersigned, Elizabeth Maes, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Fort Morgan Times* in Morgan County on the following date(s):

Nov 6, 2020

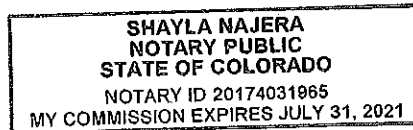
Signature

Subscribed and sworn to me before me this

9th day of November, 2020.

Notary Public

(SEAL)



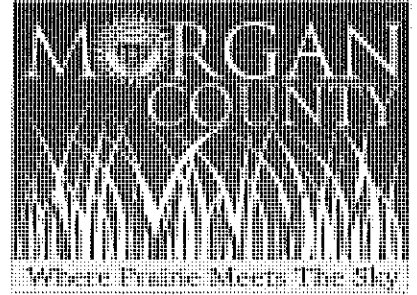
Account: 1052763  
Ad Number: 1750557  
Fee: \$49.68

# RECEIPT

## Morgan County

231 Ensign, Fort Morgan, CO 80701

(779) 542-3526



**ZV2020-0004 | Zoning Variance**

Receipt Number: 542322

October 21, 2020

**Payment Amount: \$500.00**

Payment Method	Payer	Cashier	Reference Number
Check	Applicant	Ahna Raygoza	1235

### Comments

Received 10-21-2020  
Sent via Mail with check date of 10/17/2020

### Assessed Fee Items

*Fee items being paid by this payment*

Fee Item	Account Code	Assessed	Amount Paid	Balance Due
ance - BOA		\$500.00	\$500.00	\$0.00
<b>Totals:</b>		\$500.00	\$500.00	
<b>Previous Payments</b>				\$0.00
<b>Remaining Balance Due</b>				\$0.00

### Permit Info

Property Address	Property Owner	Property Owner Address	Valuation
21589 CO RD R, FORT MORGAN, CO 80701	WAGON WHEEL HOMES LLC	1505 TEAKWOOD CT, FORT COLLINS, CO 80525	

### Description of Work

30' front- the applicant is requesting a reduction to 12'  
25' side- the applicant is requesting a reduction to 24'  
20' rear- the applicant is requesting a reduction to 14'

# Morgan County Treasurer

## Statement of Taxes Due

Account Number R008516

Parcel 122903000012

Assessed To

WAGON WHEEL HOMES LLC  
1505 TEAKWOOD CT  
FORT COLLINS, CO 80525

**Legal Description**

**Situs Address**

Subd: WAGON WHEEL TRAILER COURT, FM S: 03 T: 3 R: 57 PARC SW1/4SE1/4 B895 P735 21589 CO RD R

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
<b>Tax Charge</b>						
2019	\$814.12	(\$5.28)	\$0.00	\$0.00	(\$808.84)	\$0.00
Total Tax Charge						\$0.00
<b>Grand Total Due as of 11/13/2020</b>						<b>\$0.00</b>

Tax Billed at 2019 Rates for Tax Area 248 - RE 3

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4530000	\$208.93	MFG HOUSING PARK	\$73,510	\$5,260
ROAD AND BRIDGE FUND	7.5000000	\$80.55	- LAND		
SOCIAL SERVICES FUND	2.0000000	\$21.48	SINGLE FAMILY -	\$40,000	\$2,860
FT MORGAN RURAL FIRE DST	2.9940000*	\$32.16	IMPS		
FT MORGAN PEST CONTROL	0.2990000	\$3.21	MFG HOUSING PARK	\$36,640	\$2,620
LOWER S PLATTE WATER CD	1.0000000	\$10.74	- IMPS		
MORGAN CO QUALITY WATER	0.8240000	\$8.85	Total	\$150,150	\$10,740
NORTHERN COLO WATER CD	1.0000000	\$10.74			
RE 3 FORT MORGAN GENERAL FU	27.0160000	\$290.15			
RE 3 FORT MORGAN MILL LEVY	1.9520000	\$20.96			
RE 3 FORT MORGAN BOND REDEM	11.2730000	\$121.07			
Taxes Billed 2019	75.3110000	\$808.84			
* Credit Levy					

\*\*\*\*\*TAX LIEN SALE REDEMPTIONS MUST BE PAID BY CASH OR CASHIER'S CHECK\*\*\*\*\*

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER  
231 Ensign St, PO Box 593, Fort Morgan, CO 80701  
Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us  
Website: morgancounty.colorado.gov